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MORTGAGE

THIS INSTRUMENT IS SUBJECT TO THE PROVISIONS OF THE MORTGAGE ACT, PUBLIC LAW 90-328, 91 STAT. 1021, 12 USC 1601-1607, AS AMENDED.

S. C.
1979
STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Richard Bryan Rogers and Paula Adams Rogers
Greenville County, S. C.

of
hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto **Colonial Mortgage Company**

a corporation
organized and existing under the laws of **Alabama**, hereinafter
called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by
reference, in the principal sum of **Thirty-Seven Thousand Fifty and 00/100**
Dollars (\$ **37,050.00**).

with interest from date at the rate of **Eight** per centum (**8** %)
per annum until paid, said principal and interest being payable at the office of **Colonial Mortgage Company**
in **Montgomery, Alabama**
or at such other place as the holder of the note may designate in writing, in monthly installments of **Two Hundred Seventy-**
One and 95/100
Dollars (\$ **271.95**)
commencing on the first day of **December**, **1979**, and on the first day of each month thereafter until the prin-
cipal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable
on the first day of **November, 2009**.

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof
to the Mortgagee, and also in consideration of the further sum of **Three Dollars (\$3)** to the Mortgagor in hand well and truly paid by
the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bar-
gained, sold, and released, and by these presents does grant, bargain, sell, and release unto the Mortgagee, its successors and assigns,
the following-described real estate situated in the County of **Greenville**,
State of South Carolina

**ALL that lot of land with the building and improvements thereon situate on
the south side of Capewood Road and the east side of Willowtree Drive in the
Town of Simpsonville, Austin Township, Greenville County, South Carolina,
being shown as Lot 297 of Section 4, of Westwood Subdivision, recorded in
the RMC Office for Greenville County in Plat Book 4 R-30, and having, ac-
cording to said plat, the following metes and bounds, to-wit:**

**BEGINNING at an iron pin on the south side of Capewood Road at the joint
corner of Lots 296 and 297 and runs thence along the line of Lot 296 S.
17-40 E. 139.3 feet to an iron pin; thence along line of Lots 299 and 298,
S. 69-00 W. 153.9 feet to an iron pin on the east side of Willowtree Drive;
thence along Willowtree Drive, N. 2-27 W. 124.65 feet to an iron pin at the
intersection of Willowtree Drive and Capewood Road; thence with the inter-
section of said Drive and Road, N. 34-04 E. 40.2 feet to an iron pin on
the south side of Capewood Road; thence along Capewood Road, N. 70-36 E.
90 feet to the beginning corner.**

**This being the same property conveyed to the Mortgagors herein by Deed of
William R. Stover and Elizabeth G. Stover, which Deed is dated October 19,
1979, and is to be recorded herewith in the RMC Office for Greenville
County.**

The Mortgagee's mailing address is P. O. Box 2571, Montgomery, Alabama 36105

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident
or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and
lighting fixtures and equipment now or hereafter attached to or used in connection with the real estate herein described.

TO HAVE AND TO HOLD all and singular the said premises unto the Mortgagee, its successors and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has
good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encum-
brances whatsoever. The Mortgagor further covenants to warrant and forever defend all and singular the premises unto the Mortgagee
forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor covenants and agrees as follows:

1. That he will promptly pay the principal of an interest on the indebtedness evidenced by the said note, at the times and in the
manner herein provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on
the principal that are next due on the note, on the first day of any month prior to maturity, *provided, however*, that written notice
of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

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