

S. C.  
1979  
MORTGAGE

STATE OF SOUTH CAROLINA, }  
COUNTY OF GREENVILLE } ss:

WHEREAS: NICHOLAS B. GUDZAN AND CHRISTINE H. GUDZAN

of Greenville, South Carolina, hereinafter called the Mortgagor, is indebted to

Colonial Mortgage Company

, a corporation organized and existing under the laws of the State of Alabama, hereinafter called 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-Nine Thousand Five Hundred and No/100 Dollars (\$ 39,500.00 ), 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, P. O. Box 2571, in Montgomery, Alabama 36105, or at such other place as the holder of the note may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Two Hundred Eighty-Nine and 93/100 Dollars (\$ 289.93 ), commencing on the first day of December, 19 79, and continuing on the first day of each month thereafter until the principal 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 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, bargained, sold, assigned, and released, and by these presents does grant, bargain, sell, assign, and release unto the Mortgagee, its successors and assigns, the following-described property situated in the county of Greenville State of South Carolina:

All that certain piece, parcel, or lot of land in the City of Greenville, County of Greenville, State of South Carolina, on the westerly side of Townes Street, being known as a part of Lot No. 40 on plat of Block B, Stoneland Co., recorded in the RMC Office for Greenville County, S. C., in Plat Book "A", at Page 339, and being shown on more recent plat entitled "Property of Nicholas B. Gudzan and Christine H. Gudzan", dated 27 September 1979, prepared by R. B. Bruce, RLS, and having, according to more recent plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the westerly side of Townes Street at a point 100 feet in a northerly direction from the intersection of Townes Street and Croft Street, and running thence N. 83-13 W. 104.4 feet to an iron pin; running thence N. 1-41 E. 100 feet to a point on the southerly side of an alley (now closed); thence with the southerly side of said alley, S. 83-13 E. 104.4 feet to an iron pin on the westerly side of Townes Street; thence with the westerly side of Townes Street, S. 1-41 W. 100 feet to the point of BEGINNING.

The within is the identical property heretofore conveyed to the mortgagors by deed of Richard Lewis Snyder, dated 19 October 1979, to be recorded herewith.

Included as a portion of the mortgaged premises are the following: Range, dishwasher, wall to wall carpet, and disposal.

MORTGAGEE'S MAILING ADDRESS: P. O. Box 2571, Montgomery, Alabama 36105.

Together with all and singular the improvements thereon and the rights, members, hereditaments, and appurtenances to the same belonging or in anywise appertaining; all the rents, issues, and profits thereof (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are and shall be deemed to be, fixtures and a part of the realty and are a portion of the security for the indebtedness herein mentioned;

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