

S. C.
1979
SLEY
MORTGAGE

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE

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

WHEREAS:

William L. Harkabus and Linda S. Harkabus of Greenville County, S. C., hereinafter called the Mortgagor, is indebted to

Colonial Mortgage Company

, a corporation

, hereinafter

organized and existing under the laws of Alabama 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-Seven Thousand Nine Hundred Fifty and 00/100----- Dollars (\$ 37,950.00), 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 delivered or mailed to the Mortgagor, in monthly installments of Two Hundred Seventy-Eight and 55/100----- Dollars (\$ 278.55), commencing on the first day of December , 1979 , 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 lot of land with the buildings and improvements thereon situate on the east side of Agewood Drive in the Town of Simpsonville, Austin Township, Greenville County, South Carolina, being shown as Lot 497, Section V, Sheet One on plat of Westwood Subdivision, made by Piedmont Engineers and Architects, November 28, 1972, recorded in the RMC Office for Greenville County in Plat Book 4 X-62, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the east side of Agewood Drive at the joint corner of Lots 497 and 498 and runs thence along the line of Lot 498, S. 85-21 E. 140 feet to an iron pin; thence S. 4-39 W. 86 feet to an iron pin; thence along the line of Lot 496, N. 85-21 W. 140 feet to an iron pin on the east side of Agewood Drive; thence along Agewood Drive, N. 4-39 E. 86 feet to the beginning corner. ALSO, included as a portion of the mortgaged premises are the following: range, wall to wall carpet, chain link fence. This being the same property conveyed to the Mortgagors herein by Deed of Margaret Stephens, which Deed is dated October 23, 1979, and is to be recorded herewith in the RMC Office for Greenville County.

Should the Veterans Administration fail or refuse to issue its guaranty in the full amount committed upon by the Veterans Administration under the provisions of the Servicemen's Readjustment Act of 1944, as amended, within sixty days from the date this loan would normally become eligible for such guaranty, the holder may declare the indebtedness hereby secured at once due and payable and may foreclose immediately or may exercise any other rights hereunder or take any further action as by law provided.

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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