

MORTGAGE

This form is used in connection with mortgages insured under the new 10-year term provisions of the National Housing Act.

RECORDED
FEB 21 2 22 PM '80
S.C.
R.H. WALKERSLEY
STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE } ss:

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Charles A. Warth and Lynn M. Ellison

Greenville, South Carolina

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

WHEREAS, the Mortgagor is well and truly indebted unto

Charter Mortgage Company

, a corporation
hereinafter

organized and existing under the laws of Florida
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-Five Thousand Five Hundred Fifty and No/100----- Dollars (\$ 35,550.00)

with interest from date at the rate of twelve per centum (12 %)
per annum until paid, said principal and interest being payable at the office of Charter Mortgage Company
in Jacksonville, Florida

or at such other place as the holder of the note may designate in writing, in monthly installments of

Three Hundred Sixty-Five and 81/100----- Dollars (\$ 365.81)
commencing on the first day of April, 19 80, 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 March, 2010.

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 piece, parcel or lot of land situate, lying and being in the County of
Greenville, State of South Carolina, being known and designated as Lot No. 43 on
plat of Property of W. Franklin Case and Frank P. Hammond recorded in the RMC
Office for Greenville County in Plat Book 7-J at Page 43, and having, according
to said plat, such metes and bounds as shown thereon.

This is the same property conveyed to the Mortgagors herein by deed of W.
Franklin Case and Frank P. Hammond dated February 20, 1980, recorded February
21, 1980, in Deed Book 1120 at Page 884.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
RECORDED
FEB 21 1980

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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