

# MORTGAGE

1500 650

This form is used in connection with mortgages insured under the one- to four-family provisions of the National Housing Act.

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

TO ALL WHOM THESE PRESENTS MAY CONCERN: Junius A. Kelly and Carolyn B. Kelly

Greenville County, South Carolina, hereinafter called the Mortgagor, send(s) greetings:

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

, a corporation organized and existing under the laws of the State of Florida, 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-One Thousand and No/100-----Dollars (\$ 31,000.00 ).

with interest from date at the rate of eleven and one-half-----per centum ( 11-1/2 % ) per annum until paid, said principal and interest being payable at the office of Charter Mortgage Company, P. O. Box 2259, in Jacksonville, Florida 32232 or at such other place as the holder of the note may designate in writing, in monthly installments of Three Hundred Seven and 21/100-----Dollars (\$ 307.21 ), commencing on the first day of September, 1980, and 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 August, 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, bargained, 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 certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, on the southern side of Brushy Creek Road and being known and designated as a major portion of Lot No. 6 and small adjoining portions of Lots Nos. 5 and 7 of a subdivision known as ROSEWOOD ACRES, plat of which is recorded in the RMC Office for Greenville County in Plat Book MM at Page 154 and according to a more recent survey entitled "REVISION OF LOTS NOS. 5, 6 AND 7", prepared by Carolina Surveying Company, dated December 14, 1972, having the following metes and bounds, to-wit:

BEGINNING at an new iron pin on the southern side of Brushy Creek Road which iron pin is 21.8 feet southeast from the original front corner of Lots Nos. 5 and 6 and running thence along a new line through Lots Nos. 5 and 6, S.07-23 W. 119.8 feet to an iron pin; running thence S.01-48 E. 134.5 feet to an iron pin; running thence S.81-08 E. 100 feet to an iron pin; running thence along a new line through Lots Nos. 6 & 7, N.00-12 E. 253.3 feet to an iron pin on the southern side of Brushy Creek Road; running thence N.76-27 W. 10 feet to an iron pin at the original joint front corner of Lots Nos. 6 & 7; thence continuing with Brushy Creek Road, N.80-20 W. 78.2 feet to an iron pin, the point of beginning.

THIS is the same property as that conveyed to the Mortgagors herein by deed from Frank R. Vaughn and Betty T. Vaughn recorded in the RMC Office for Greenville County of even date herewith.

THE mailing address of the Mortgagee herein is P. O. Box 2259, Jacksonville, Florida 32232.

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 encumbrances 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.

0650

4328 RV.2