1444 313

# MORTGAGE

GREENVILLE CO. S.C.
FILED
JUL 23 1 38 PM '79
DONNIE S. TANKERSLEY
R.M.C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: Richard M. Gregory

of

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 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 eight thousand three hundred fifty and 00/100----------Dollars ($ 38,350.00 ),

with interest from date at the rate of ten per centum ( 10 %) 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 thirty six and 71/100----------Dollars ($ 336.71 ), commencing on the first day of September, 19 79, 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, 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, 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 State of South Carolina, County of Greenville, on the southern side of Heathwood Drive, being shown and designated as Lot No. 181 on a plat of COLONIAL HILLS, Section 4, made by Piedmont Engineers and Architects, dated October, 1967, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book WWW at page 3, reference to which is hereby craved for the metes and bounds thereof.

This is the same property conveyed to the mortgagor by deed from J. Anthony Webb and Janelle C. Webb dated July 20, 1979 and recorded in the RMC Office for Greenville County in Deed Book 1107 at page 451.

The mortgagee's address is: PO Box 10316, Jacksonville, Florida 32207

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP
X 15.36

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.



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