

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

JUL 31 3 32 PM '79

DORRIS S. TANKERSLEY
R.M.C.

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

TO ALL WHOM THESE PRESENTS MAY CONCERN: DOUGLAS A. BYARS AND JEANETTE A. BYARS

----- 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 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 TWENTY FIVE THOUSAND NINE HUNDRED FIFTY AND NO/100-----Dollars (\$ 25,950.00-----), 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 TWO HUNDRED TWENTY SEVEN AND 84/100-----Dollars (\$ 227.84-----), commencing on the first day of SEPTEMBER-----, 1979, 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, being shown and designated as Lot 12 on plat of Leslie and Shaw, Inc. as prepared by C. C. Jones & Associates, dated February 1957, and recorded in the RMC Office for Greenville County in Plat Book NN, Page 3 and a more recent plat of Douglas A. and Jeanette A. Byars as prepared by Carolina Surveying Company dated July 16, 1979 and recorded in the RMC Office for Greenville County in Plat Book JK, Page 19, and having according to the more recent plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on Morris Street and running thence with said Street N. 85-34 W., 60 feet to an iron pin; thence turning and running N. 4-26 E., 140 feet to an iron pin; thence S. 85-34 E., 60 feet to an iron pin; thence S. 4-26 W., 140 feet to an iron pin on Morris Street, the point of beginning.

This is the identical property conveyed to the mortgagor(s) by deed of John M. Bryant to be recorded on even date herewith.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
TAX \$ 10.40

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 and interest on the indebtedness evidenced by the said note, at the times and in the manner therein 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.

034

4328 RV-2