

Post Office Box 10316  
Jacksonville, Florida 32207

# MORTGAGE

Vol 1417  
This form is used in connection with mortgages insured under the new four-family provisions of the National Housing Act.

STATE OF SOUTH CAROLINA,  
COUNTY OF GREENVILLE

FILED  
OCT 11 3 57 PM '79  
R.M.C. HARRISLEY

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Van A. Gomez and Paula D. Gomez  
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 the State 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-seven thousand four hundred fifty and no/100** Dollars (\$ **37,450.00** )

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 twenty-eight and 81/100** Dollars (\$ **328.81** )

commencing on the first day of **October**, 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 **September, 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 County of Greenville, State of South Carolina, at the Westerly intersection of York Circle and East Dorchester Boulevard, known and designated as the greater portion of Lot No. 104 as shown on plat prepared by Piedmont Engineering Service dated June, 1954, entitled "Belle Meade", recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book EE at Pages 116 and 117, and having the following metes and bounds, to-wit:**

**BEGINNING at an iron pin on the Northern side of East Dorchester Boulevard at joint front corner of Lots 104 and 105 thence with the line of Lot 105 N. 46-54 W. 177.5 feet to an iron pin; thence N. 64-41 E. 123.5 feet to an iron pin on the Western side of York Circle; thence along York Circle the chord being S. 33-25 E. 85 feet to an iron pin; thence continuing with the curve of York Circle the chord being S. 46-54 E. 25 feet to an iron pin; thence with the curve of York Circle and East Dorchester Boulevard the chord being S. 1-54 E. 35.4 feet to an iron pin on the Northern side of East Dorchester Boulevard; thence with the Northern side of East Dorchester Boulevard S. 43-06 W. 70 feet to the beginning corner.**

**This is the identical property conveyed to the Mortgagors herein by deed of John N. Whalen and Nancy M. Whalen to be recorded simultaneously herewith.**

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 intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

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