

FILED
S.C.
MORTGAGE

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This instrument is subject to the provisions of the National Housing Act.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN: James R. Brown, Jr. and Ethel D. Brown

Greenville, 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 **Twenty-five Thousand and no/100ths** Dollars (\$ 25,000.00).

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 Nineteen and 50/100ths** Dollars (\$ 219.50), commencing on the first day of **November**, 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 **October, 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 piece, parcel or lot of land in Greenville County, State of South Carolina, being known and designated as Lot 38 and the adjacent one-half of Lot 37, as shown on a plat of the property of Dixie Heights, recorded in Plat Book H, Page 46 and being more particularly described according to said plat as follows:

BEGINNING at an iron pin on the eastern side of Briarcliff Drive (formerly Central Avenue) which pin is 175 feet south of the intersection of Briarcliff Drive and Argonne Street, which pin is in the center of Lot 37 and running thence through the center of said lot S 46-48 E 150 feet to an iron pin in the center of the rear line of Lot 53; thence S 43-12 W 75 feet to an iron pin in line of Lot 39; thence with the line of said lot N 46-48 W 150 feet to an iron pin on Briarcliff Drive; thence with said Drive N 43-12 E 75 feet to the beginning corner.

DERIVATION: This being the same property conveyed to Mortgagors herein by deed of Robert P. Harling and Darrell F. Floyd as recorded in the RMC Office for Greenville County, South Carolina in Deed Book **1110**, Page **720**, on September 4, 1979.

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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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