

P O Box 10316,
Jacksonville, FL 32207

BOOK 1480 PAGE 920

MORTGAGE

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:

FILED
GREENVILLE CO. S. C.

TO ALL WHOM THESE PRESENTS MAY CONCERN: Jimmy A. Sullivan and Diane B. Sullivan

SONNERSLEY 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-six Thousand Eight Hundred and No/100----- Dollars (\$ 36,800.00), 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, P.O. Box 10316 in Jacksonville, Florida 32207

or at such other place as the holder of the note may designate in writing, in monthly installments of Three Hundred Twenty-three and 10/100-----Dollars (\$ 323.10), 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: in the Town of Simpsonville, being known and designated as Lot No. 639 on plat of WESTWOOD Subdivision, Section VI as shown by plat thereof recorded in Plat Book 4X at page 100 and having, according to a recent survey for Jimmy A. Sullivan and Diane B. Sullivan prepared by J. L. Montgomery, III, dated September 14, 1979, the following metes and bounds, to-wit: BEGINNING at an old iron pin on the easterly side of Yellow Wood Court and running N. 2 E. 115.0 feet to an iron pin at the intersection of Yellow Wood Drive and Yellow Wood Court; thence with the intersection of Yellow Wood Drive and Yellow Wood Court the chord of which is N. 45 E. 36.6 feet to an iron pin on the southerly side of Yellow Wood Drive; thence with the southerly side of Yellow Wood Drive N. 88 E. 15.0 feet to an iron pin; thence continuing with the southerly side of Yellow Wood Drive N. 78-28 E. 51.0 feet to an iron pin; thence continuing with the southerly side of Yellow Wood Drive N. 71-40 E. 9.0 feet to an old iron pin; thence leaving Yellow Wood Drive and running S. 14-30 E. 142.3 feet to an old iron pin at the joint rear corner of lots 639 and 638; thence with the joint line of said lots S. 83-11 W. 140.0 feet to the beginning corner. This being the same property conveyed to the Mortgagors herein by deed of Charles D. Staggs and Sarah B. Staggs of even date to be recorded 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 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.

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