

RECORDED
3 24 AM '79
GREENVILLE
R.M.C.

MORTGAGE

(CORRECTED)

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

BOOK 1481 PAGE 816

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

TO ALL WHOM THESE PRESENTS MAY CONCERN: Johnny James Clay and Geraldine W. Clay

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-two Thousand Two Hundred Dollars (\$ 22,200.00),

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 One Hundred Ninety-four and 92/100 Dollars (\$ 194.92 -), commencing on the first day of October, 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 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 those pieces, parcels or lots of land being known and designated as Lot 178 and the eastern 15 feet of Lot 179 of Pleasant Valley, recorded in Plat Book "P", Page 92, in the RMC Office for Greenville County, and according to a more recent survey, R. W. Dalton, Engineer, made August 24, 1954, having the following metes and bounds:

Beginning at an iron pin 995 feet West of the intersection of Long Hill Street and Potomac Avenue at the joint front corner of Lots 177 and 178 and running thence with the line of Lot No. 177 N 0-08 W 160 feet to an iron pin; thence S 89-52 W 75 feet to an iron pin in rear line of Lot 179; thence S 0-08 E 160 feet to an iron pin on the northern side of Potomac Avenue; thence with said Avenue N 89-52 E 75 feet to the beginning corner.

This is the same property heretofore conveyed to the mortgagors herein by Max Cleland, as Administrator of Veterans' Affairs, by deed dated August 16, 1979, and recorded August 23, 1979 in the RMC Office for Greenville County in Deed Book 1109 at Page 986.

This corrected mortgage is correcting the legal description of that certain mortgage given by Johnny James Clay and Geraldine W. Clay to Charter Mortgage Company dated August 22, 1979 and recorded August 23, 1979 in the RMC Office for Greenville County in Mortgage Book 1478 at Page 69.

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.

0816

4328 RV-2