

MORTGAGE

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

FILED GREENVILLE CO. S.C.

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE WITH DEFERRED INTEREST AND INCREASING MONTHLY INSTALLMENTS

DORRIS TANKERSLEY

TO ALL WHOM THESE PRESENTS MAY CONCERN: Jimmy D. Almond and LaVonne Almond

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 THIRTY SEVEN THOUSAND FIVE HUNDRED AND NO/100 Dollars (\$ 37,500.00)

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 or at such other place as the holder of the note may designate in writing, in monthly installments ACCORDING TO SCHEDULE SHOWN ON SAID NOTE Dollars (\$ ), 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 certain piece, parcel or lot of land in the County of Greenville, State of South Carolina, shown and designated as Lot No. 4 on plat of Avon Park, recorded in the RMC Office for Greenville County, S.C. in Plat Book KK, pages 70 and 71, and being shown on a more recent plat of Property of Jimmy D. Almond and LaVonne Almond, prepared by Freeland and Associates, dated September 18, 1979, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin in the northerly side of Sheffield Land and running thence N. 74-07 W., 95 feet to an iron pin; thence N. 73-01 W., 15 feet to an iron pin, the joint front corner of Lots Nos. 1 and 4; thence N. 8-06 E., 102.6 feet to an iron pin; thence N. 89-46 E., 150 feet to an iron pin on Avon Drive; thence with said Drive, S. 10-09 W., 50 feet to an iron pin; thence continuing with said Drive, S. 15-53 W., 68.5 feet to an iron pin; thence on a curve, the radius of which is S. 60-53 W., 35.4 feet to an iron pin on Sheffield Lane, the point of BEGINNING.

This is the same property conveyed to the mortgagors by Deed of John L. Gallman recorded September 25, 1979.

STATE OF SOUTH CAROLINA DEPARTMENT OF REVENUE

\*\*DEFERRAL OF INTEREST MAY INCREASE THE PRINCIPAL BALANCE TO \$39,572.41.

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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