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W. S. SLEASLEY

CATHERWOOD WALKER, TODD & P
300 1484 PAGE 365

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:

TO ALL WHOM THESE PRESENTS MAY CONCERN: DWIGHT A. NEWTON AND EDYTHE C. NEWTON

of
, 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-seven Thousand, Eight Hundred and No/100 Dollars (\$ 27,800.00)**, with interest from date at the rate of **ten and one-half per centum (10.5 %) 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 Fifty-four and 37/100 Dollars (\$ 254.37)**, commencing on the first day of **December**, 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 **November**, 20**09**

NOT KNOWN 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 located in the County of Greenville, State of South Carolina, lying and being on the northern side of Gap Creek Road, and being shown as a 3.49 acre tract according to a plat entitled "Property of Dwight A. Newton and Edythe C. Newton" by Webb Surveying & Mapping Co., dated August 1979, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a spike in the center of Gap Creek Road, which spike is 2300 feet more or less from the intersection of U. S. Highway No. 25 and Gap Creek Road, and running thence with the center of Gap Creek Road S. 64-48 W. 200 feet to a spike; thence continuing with the center of Gap Creek Road S. 66-21 W. 191.95 feet to a spike; thence N. 39-07 W. 341.11 feet to an iron pin in line of other property of Cynthia C. Manning; thence with line of other property of Cynthia C. Manning N. 44-22 E. 133.94 feet to an iron pin; thence continuing with the property of Cynthia C. Manning N. 50-13 E. 237.53 feet to an iron pin; thence still with property of Cynthia C. Manning S. 40-11 E. 458.46 feet to a spike in the center of Gap Creek Road, the point of beginning.

Being the same property conveyed to the mortgagor herein by deed of Cynthia C. Manning, said deed being dated October 12, 1979 and recorded in the R.M.C. Office for Greenville County in Deed Book _____ at Page _____

STATE OF SOUTH CAROLINA
NOTARY PUBLIC
W. S. SLEASLEY
JAN 11 1979

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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