

NOV 2 10 32 AM '79

DONNIE S. TANKERSLEY  
R.M.C.

## MORTGAGE

This instrument is subject to the terms and conditions contained in the promissory note and the National Housing Act.

STATE OF SOUTH CAROLINA,  
COUNTY OF Greenville }

CMC Loan No. 701359  
FHA 461-168836-203b

TO ALL WHOM THESE PRESENTS MAY CONCERN: That we, DEWEY LEE HERRON

and HELEN V. HERRON

Greenville, South Carolina

of  
, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto

CHARTER MORTGAGE COMPANY

a corporation  
hereinafter

organized and existing under the laws of the State of Florida  
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

FORTY THOUSAND THREE HUNDRED Dollars (\$ 40,300.00 ).

with interest from date at the rate of Eight per centum ( 8.0 % )  
per annum until paid, said principal and interest being payable at the office of CHARTER MORTGAGE COMPANY

or at such other place as the holder of the note may designate in writing, in monthly installments of  
P. O. Box 10316 in Jacksonville, Florida 32207

TWO HUNDRED NINETY-FIVE and 80/100 Dollars (\$ 295.80 )  
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, 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: being shown and designated as Lot 30 on a Plat of CENTRAL REALTY CORPORATION, recorded in the RMC Office for Greenville County in Plat Book EEE, at Page 108. Said Lot fronts 60.0 feet on Penarth Drive; has a depth of 89.6 feet on its eastern boundary; runs back to a depth of 355.0 feet on its northern boundary; runs back to a depth of 452.1 feet on its southern boundary, and has 121.2 feet along the rear.

This is the same property conveyed to the Mortgagors herein by deed of Latino Rodriguez and Teresa Rodrigues, dated November 1, 1979, to be recorded simultaneously herewith.

"The mortgagor covenants and agree so long as this mortgage and the said note secured hereby are insured under the National Housing Act, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgage property on the basis of race, color or creed. Upon any violation of this undertaking, the mortgagee may, at its option, declare the unpaid balance of the mortgage immediately due and payable."

GCTO  
--- 1 NO 2 79 1125

4.0001

Together with all and singular the rights, members, hereincovenants, 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