

GREENVILLE CO. S. C.
FILED
NOV 5 10 14 AM '79
DONNIE S. JANKERSLEY
STATE ATTORNEY
COUNTY OF GREENVILLE

MORTGAGE

REC. 1487 PAGE 62

This form is subject to the provisions of the National Housing Act.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Allen D. Sims and Pamela S. Sims of 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 THIRTY-FIVE THOUSAND SIX HUNDRED AND NO/100----- Dollars (\$ 35,600.00), with interest from date at the rate of eight----- per centum (8 %) per annum until paid, said principal and interest being payable at the office of

in Jacksonville, Florida or at such other place as the holder of the note may designate in writing, in monthly installments of TWO HUNDRED SIXTY-ONE AND 30/100----- Dollars (\$261.30), commencing on the first day of January, 19 80, 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

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 State of South Carolina

ALL that certain piece, parcel or lot of land lying situate, and being in the County of Greenville, State of South Carolina, being known and designated as Lot No. 23, Block C, on a plat of a Subdivision known as Brookforest, which plat is recorded in the R.M.C. Office for Greenville County in Plat book BB at Page 41 and further shown on a more recent plat of Allen D. Sims and Pamela S. Sims by Carolina Surveying Co., dated October 30, 1979, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the southwest side of Woodmont Circle, the joint front corner of Lots 23 and 24, and running thence N. 34-18 W. 70 feet to a point; joint front corner of Lots 22 and 23; thence with the joint boundary line of Lots 22 and 23, N. 55-42 E. 175 feet to a point, joint rear corner of Lots 22, 23, 9 and 10; thence along the boundary line of Lots 9 and 23, S. 34-18 E. 70 feet to a point, joint rear corner of Lots 23, 24, 8 and 9; thence with the joint boundary line of Lots 23 and 24, S. 55-42 W. 175 feet to the point of the beginning.

This being the same property conveyed to the mortgagors by deed of Benjamin C. Vass recorded this date; and conveyed to Benjamin C. Vass from Louise S. Blackmon & W. Eal Blackmon as recorded in the R.M.C. Office for Greenville County in Deed Book 832, at Page 510 on 11/13/67.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
RECORDED
NOV 5 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.

GCIO -----2 NO 579 114 4.0001

4328 RV-2