

FILED
GREENVILLE CO. S. C.

BOOK 1490 PAGE 03

DEC 3 9 19 AM '79

SOUTH CAROLINA

DONNIE S. TANKERSLEY

MORTGAGE

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

WHEREAS:

JAMES M. HALL AND ESTHER A. HALL of
Greenville County, South Carolina, hereinafter called the Mortgagor, is indebted to
Charter Mortgage Company

, a corporation organized and existing under the laws of the State of Florida, hereinafter called 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-four Thousand, Eight Hundred Fifty and no/100----- Dollars (\$ 24,850.00), with interest from date at the rate of eleven & one-half per centum (11.5%) per annum until paid, said principal and interest being payable at the office of Charter Mortgage Company, P. O. Box 10316 in Jacksonville, Florida 32207, or at such other place as the holder of the note may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Two Hundred Forty-six and 26/100----- Dollars (\$ 246.26), commencing on the first day of January, 1980, and continuing 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 December, 2009.

Now, KNOW ALL MEN, that 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, assigned, and released, and by these presents does grant, bargain, sell, assign, and release unto the Mortgagee, its successors and assigns, the following-described property situated in the county of Greenville State of South Carolina;

ALL that piece, parcel or lot of land with all buildings and improvements lying on the western side of Lindburg Street in Greenville County, South Carolina, being shown and designated as Lot No. 13 of Block D on a plat of S. Slater and Sons dated July 10, 1940, revised July 16, 1940, made by J. E. Sirrene & Co., Engineers, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book K, Page 64, reference to which is hereby craved for the metes and bounds thereof.

This is the same property conveyed to Mortgagors herein by deed of John C. Laws, Jr. and Dona M. Laws, of even date hereof to be recorded simultaneously herewith.

The mortgagors covenant and agree that should this mortgage or the note secured hereby not be eligible for guaranty or insurance under Serviceman's Readjustment Act within 90 days from the date hereof (written statement of any officer or authorized agent of the Veterans Administration declining to guarantee or insure said note and/or this mortgage being deemed conclusive proof of such ineligibility), the present holder of the note secured hereby or any subsequent holder thereof may, at its option, declare all notes secured hereby immediately due and payable.

Together with all and singular the improvements thereon and the rights, members, hereditaments, and appurtenances to the same belonging or in anywise appertaining; all the rents, issues, and profits thereof (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are and shall be deemed to be, fixtures and a part of the realty and are a portion of the security for the indebtedness herein mentioned; Range or counter top unit and wall-to-wall carpeting.

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