

FILED  
GREENVILLE CO. S. C.

DEC 13 4 30 PM '79

DONNIE S. TANKERSLEY  
R.M.C.

STATE OF SOUTH CAROLINA }  
COUNTY OF Greenville } S.S.

# MORTGAGE

ADD. 1491 43589

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

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Robert B. Grove and Diana B. Grove 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 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 Five Thousand Four Hundred Fifty and NO/100-----Dollars (\$ 35,450.00 ), with interest from date at the rate of eleven and one half per centum 11.50 (%) 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 Three Hundred Fifty One and 31/100-----Dollars (\$ 351.31 ), commencing on the first day of February, 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 January, 2010.

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 situate, lying and being on the eastern side of Edwards Road at the intersection of Edwards Road and Forestdale Drive, in Greenville County, State of South Carolina, being shown and designated as Lot No. 2 on plat of Forestdale Heights, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book XX, Page 199, and having according to said plat the following metes and bounds to wit:

Beginning at an iron pin on the east side of Edwards Road, joint front corner of Lots 1 and 2 and running thence S. 85-29 E. 141.2 feet; thence S. 4-31 W. 100 feet to Forestdale Drive, thence along said Drive N. 85-29 W. 149.1 feet; thence around the intersection of Forestdale Drive and Edwards Road, the chord of which is N. 31-39 W. 29.5 feet to Edwards Road, thence along said Road, N. 22-30 E. 80.1 feet to the beginning corner.

This is the same property conveyed to the mortgagors by deed of William D. Paul and Miriam C. Paul recorded in the R.M.C. Office for Greenville County in Deed Book III Page 230, on December 17<sup>th</sup> 1979.

GCTO --- 1 DE 19 79 765

STATE OF SOUTH CAROLINA  
SOUTH CAROLINA TAX COMMISSION  
DOCUMENTARY  
STAMP  
14.20

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 repayment.

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