

FILED  
GREENVILLE CO. S. C.

2nd Re-Recording to correct  
mortgagors name

BOOK 1434 PAGE 972

NOV 14 11 45 AM '79

**MORTGAGE**

DONNIE S. TANKERSLEY  
R.M.C.

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GREENVILLE CO. S. C.

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

OCT 13 10 43 AM '79

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DONNIE S. TANKERSLEY  
R.M.C.

DONNIE S. TANKERSLEY  
R.M.C.

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TO ALL WHOM THESE PRESENTS MAY CONCERN:

WILLIE E. STEWART, <sup>WS</sup> and WYNETTA L. STEWART

Greenville, South Carolina, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto CHARTER MORTGAGE COMPANY

organized and existing under the laws of Florida, a corporation  
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-One Thousand Eight Hundred and no/100ths  
Dollars (\$ 31,800.00 ),

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 designate in writing, in monthly installments of  
Two Hundred Ninety and 97/100ths Dollars (\$ 290.97 ),  
commencing on the first day of December, 19 79, and on the first day of each month thereafter until the prin-  
cipal 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, bar-  
gained, 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 with all improvements thereon,  
or hereafter constructed thereon, situate, lying and being in the State of South  
Carolina, County of Greenville, being known and designated as Lot No. 4 as shown  
on a plat of Canterbury Subdivision, Section 1, prepared by Heaner Engineering Co.,  
Inc. revised through April 24, 1974, and recorded in the R.M.C. Office for Greenville  
County, South Carolina, in Plat Book 5-D, at Page 42, and having according to said  
plat, such metes and bounds as shown thereon.

This being the same property conveyed unto Willie E. Stewart <sup>WS</sup> and Wynetta L.  
Stewart, dated and recorded concurrently herewith.

STATE OF SOUTH CAROLINA  
RECORDS & CLERK  
GREENVILLE  
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 encum-  
brances 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.

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