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FILED
GREENVILLE MORTGAGE

FEB 4 11 35 AM '80

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 } ss:

DONNIE L. BANKERSLEY
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Glenn A. Chavis and Susan M. Chavis

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 Forty-Five Thousand Six Hundred and No/100----- Dollars (\$ 45,600.00),

with interest from date at the rate of Eleven and 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, in monthly installments of Four Hundred Fifty- One and 90/100----- Dollars (\$ 451.90), commencing on the first day of March, 1980, 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 February, 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 northern side of Montclair Avenue in the City of Greenville, County and State aforesaid, being shown as parts of Lots 8 and 9, Block K, Highland Terrace on Plat thereof recorded in the RMC Office for Greenville County, S. C. in Plat Book K at Pages 120 and 121, and having according to a more recent plat entitled "Property of Glenn A. Chavis and Susan M. Chavis" made by Freeland & Associates, dated Dec. 7, 1979, and recorded in the RMC Office for Greenville County, S. C. in Plat Book 7-7 at Page 96, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Montclair Avenue, which iron pin is 277.1 feet in an eastern direction from Townes Street and running thence N. 09-52 E. 150 feet to an iron pin on the southern side of an alley; thence with said alley S. 80-08 E. 66 feet to an iron pin; thence S. 09-52 W. 150 feet to an iron pin on the northern side of Montclair Avenue; thence with said Avenue, N. 80-08 W. 66 feet to the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of F. Conyers Norwood and Henry C. Snyder of even date to be recorded herewith.

RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF THE STATE OF SOUTH CAROLINA
GREENVILLE COUNTY
DOCUMENTARY
FEBRUARY 4 1980

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 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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