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GREENVILLE, S.C.

FEB 20 11 02 AM '80

DONNIE B. TANKERSLEY  
R.M.C.

# MORTGAGE

270:1496 428

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 } s.c.

TO ALL WHOM THESE PRESENTS MAY CONCERN:  
MICHAEL R. SMITH, RAY B. SMITH AND OPAL J. SMITH

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

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

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organized and existing under the laws of the State of Florida, a corporation 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 Twenty-one Thousand Nine Hundred Fifty and no/100--- Dollars (\$ 21,950.00 ).

with interest from date at the rate of twelve per centum ( 12 %) 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 Two Hundred Twenty Five and 87/100----- Dollars (\$ 225.87 ), commencing on the first day of April, 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 March, 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 piece, parcel or lot of land with all buildings and improvements thereon, situate, lying and being on the northeastern side of U. S. Highway No. 276 in Greenville County, South Carolina being known and designated as Lot No. 1 and a portion of Lot No. 2 as shown on a plat entitled REVISED PLAT, PROPERTY OF N. O. McDOWELL dated June 20, 1947, surveyed by N. O. McDowell, Jr. recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book B at Page 46 and having according to a more recent survey thereof entitled PROPERTY OF MICHAEL R. SMITH, RAY B. SMITH AND OPAL J. SMITH made by Freeland & Associates dated February 11, 1980 recorded in Plat Book 7-A at Page 33, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of U. S. Highway No. 276 at the southwesternmost front corner of Lot No. 1 (said iron pin being located 1789.8 feet, more or less, in a northwesterly direction from the intersection of U. S. Highway 276 and Lanford Road) and running thence along the northwestern side of Lot No. 1, N. 32-02 E. 394.8 feet to an iron pin; thence N. 54-53 W. 157.8 feet to an iron pin; thence N. 32-25 E. 217.5 feet to an iron pin; thence S. 87-02 E. 201.2 feet to an iron pin; thence S. 20-26 E. 175.1 feet to an iron pin at the joint rear corner of Lots Nos. 1 and 2; thence along the common line of said lots, S. 37-35 W. 518.3 feet to an iron pin; thence along a line through Lot No. 2, S. 32-22 W. 131.4 feet to an iron pin; thence S. 37-25 W. 81.6 feet to an iron pin on the

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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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