FILED
GREENVILLE CO. S. C.
NOV 20 2 25 PM '79
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

FILED
GREENVILLE CO. S. C.
1 28 PM '80
DONNIE S. TANKERSLEY
R.M.C.

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

BOOK 1489 PAGE 978

BOOK 1501 PAGE 530

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE } ss:

TO ALL WHOM THESE PRESENTS MAY CONCERN: THOMAS B. GARY AND DIANNE GARY

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

WHEREAS, the Mortgagor is well and truly indebted unto CHARTER MORTGAGE COMPANY, P. O. Box 10316, Jacksonville, Florida 32207, 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 Twenty-Three Thousand Nine Hundred and 00/100---------- Dollars ($ 23,900.00), with interest from date at the rate of Eleven and one-half per centum (11 1/2 %) 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 Two Hundred Thirty-Six and 85/100 Dollars ($ 236.85), commencing on the first day of January, 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 December, 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, 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 situate, lying and being in Greenville County, South Carolina, being shown as Lot No. 79 on plat of Sylvan Hills recorded in the RMC Office for Greenville County in Plat Book S at Page 103, and according to a more recent plat made by Carolina Surveying Company dated August 13, 1979 and recorded in the RMC Office for Greenville County in Plat Book 2S, at Page 66, having the following metes and bounds, to-wit: T. B. G. D. G.

BEGINNING at an iron pin on the southerly side of Collinson Road, and running thence with said side of Collinson Road N. 84-24 E., 70 feet to an iron pin at the joint front corner of Lots Nos. 79 and 78; thence running with said line S. 0-45 W., 170 feet to an iron pin; thence N. 75-49 W., 54.9 feet to an iron pin at the joint rear corner of Lots Nos. 79 and 80; thence with said line N. 5-36 W., 150 feet to an iron pin, the point of beginning.

This being the same property conveyed to the mortgagors herein by deed of B & W Aerials, Inc. recorded of even date herewith.

This mortgage is being rerecorded for the purpose of including the middle initial "B" in the name of Thomas B. Gary and for initialing the correction made in the Plat book and page.

STATE OF SOUTH CAROLINA
DOCUMENTARY STAMPS
1 9 5 3

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.