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# MORTGAGE

This instrument is subject to the provisions of the National Housing Act.

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN:

**Lewis Martin, Hattie B. Martin and Sheffield Martin** 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 **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 one thousand seven hundred fifty and 00/100** Dollars (\$ **31,750.00** ),

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** in **Jacksonville, Florida** or at such other place as the holder of the note may designate in writing, in monthly installments of **Three Hundred fourteen and 64/100** Dollars (\$ **314.64** ) commencing on the first day of **September**, 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 **August, 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 of that parcel or lot of land in Gantt Township of Greenville County, South Carolina, being known and designated as Lot No. 88 of Augusta Acres, property of Marsden, Inc., as shown on a plat thereof recorded in the RMC Office for Greenville County in Plat Book "S" at Page 201 and according to said plat, having the following courses and distances:**

**Beginning at an iron pin on the North side of Churchill Circle, joint corner of Lots Nos. 87 and 88 and runs thence with the rear line of Lots Nos. 86 and 87 N. 15.45 W. 200 feet to an iron pin; thence with the rear line of Lot No. 83 S. 74.15 W. 100 feet to an iron pin, joint corner of Lots No.s 88 and 89; thence with the line of Lot No. 89 S. 15.45 W. 200 feet to an iron pin on the north side of Churchill Circle; thence with Churchill Circle N. 74.15 E. 100 feet to the beginning corner.**

**This being the same property conveyed to the mortgagors herein by deed of Lonnie E. Edwards dated July 26, 1980 and recorded in the RMC Office of Greenville County in Deed Book 1129 at Page 901.**

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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