

MORTGAGE

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

461: 175590-203b

GREENVILLE, S.C.

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE

FILED
11 PM '80
SHERIFF
GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: JOHN GERRY JOHNSON AND MERRY K. JOHNSON,

Greenville County, 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 Four Thousand Eight Hundred and 00/100** Dollars (\$ 44,800.00), with interest from date at the rate of **eleven and one-half** per centum (11.50 %) per annum until paid, said principal and interest being payable at the office of **Charter Mortgage Company**, P. O. Box 2259 in **Jacksonville, Florida 32232** or at such other place as the holder of the note may designate in writing, in monthly installments of **Four Hundred Forty Three and 97/100** Dollars (\$ 443.97), commencing on the first day of **October**, 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 **September, 2010**.

NOT KNOWN 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 with all buildings and improvements thereon, situate, lying and being in the County of **Greenville**, State of South Carolina, on the northwestern side of **Wilma Drive**, and being known and designated as **Lot No. 60** according to plat of **Section 2, Berea Forest Subdivision**, prepared by **Piedmont Engineers and Architects**, dated **April 14, 1972** and recorded in the **Greenville County R.M.C. Office** in **Plat Book 4N at Page 76**, and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the northwestern side of **Wilma Drive** at the joint front corner of **Lots 59 and 60** and running along the northwestern side of said **Drive, S. 77-58 W. 105 feet** to an iron pin; thence **N. 57-02 W. 35.35 feet** to an iron pin; thence **N. 12-02 W. 75 feet** to an iron pin, joint corner of **Lots 60 and 61**; thence **N. 77-58 E. 130 feet** to an iron pin; thence along the common line of **Lots 59 and 60, S. 12-02 E. 100 feet** to the point of beginning.

The above described property is the same acquired by the Mortgagors by deed from **J H J Corporation**, recorded **August 7, 1980** in the **R.M.C. Office for Greenville County, South Carolina**.

Charter Mortgage Company
P. O. Box 2259, **Jacksonville, Florida 32232**
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 and interest on the indebtedness evidenced by the said note, at the times and in the manner therein 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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