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MORTGAGE

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

FILED
GREENVILLE, S. C.
11 54 AM '80
STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE } ss:

TO ALL WHOM THESE PRESENTS MAY CONCERN: L. J. SOLESBEE AND BETTY S. SOLESBEE

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 Thousand and No/100----- Dollars (\$ 40,000.00),

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 Three Hundred Ninety-six and 40/100----- Dollars (\$ 396.40), commencing on the first day of October, 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 September, 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 those pieces, parcels of lots of land situate, lying and being on the Southern side of Lanewood Drive, in the County of Greenville, State of South Carolina, being known and designated as Lots Nos. 64 and 65 as shown on a plat of Pineforest, dated August, 1959, prepared by Dalton & Neves, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book QQ at pages 106 and 107, and having, in the aggregate, according to said plat and also according to a more recent plat entitled "Property of L.J. Solesbee & Betty S. Solesbee", dated August 4, 1980, prepared by Freeland & Associates, the following metes and bounds:

BEGINNING at an iron pin on the Southern side of Lanewood Drive at the joint front corner of Lots Nos. 63 and 64, and running thence with the line of Lot No. 63 S. 26-30 E. 138 feet to an iron pin at the joint rear corner of Lots Nos. 63, 64 and 94; thence with the rear line of Lots Nos. 94 and 93 S. 63-30 W. 200 feet to an iron pin at the joint rear corner of Lots Nos. 65, 66 and 93; thence with the line of Lot No. 66 N. 26-30 W. 138 feet to an iron pin on the Southern side of Lanewood Drive; thence with the Southern side of Lanewood Drive N. 63-30 E. 200 feet to the point of beginning.

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This is the identical property conveyed to L. J. Solesbee by deed of Wooten Corporation of Wilmington, dated November 13, 1964, and recorded in the R.M.C. Office for Greenville County, S. C., in Deed Book 766 at page 457 on February 1, 1965. L. J. Solesbee subsequently conveyed a one-half interest to Betty S. Solesbee, by deed dated May 4, 1965, and recorded in said R.M.C. Office in Deed Book 772 at page 516 on May 6, 1965.

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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