

SOUTH CAROLINA REAL ESTATE CO. S. C. **MORTGAGE**

FHA FORM NO. 2175M  
(Rev. September 1976)

1507 848  
1511 847  
This form is used in connection with mortgages insured under the one- to four-family provisions of the National Housing Act.

FILED  
AUG 20 11 20 AM '80  
DONNIE TANKERSLEY  
COUNTY OF GREENVILLE S.S.  
GREENVILLE CO. S. C.  
JUL 15 11 57 AM '80

\*This Mortgage is being re-recorded for corrections.\*

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WE, ROBERT P. NEFF, JR. AND IMOJEAN S. NEFF of Greenville, South Carolina, hereinafter called the Mortgagor, send(s) greetings:

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

organized and existing under the laws 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 Sixty Seven Thousand Five Hundred and 00/100 Dollars (\$ 67,500.00 ), 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, P. O. Box 10316 in Jacksonville, Florida or at such other place as the holder of the note may designate in writing, in monthly installments of ACCORDING TO SCHEDULE ATTACHED TO SAID NOTE Dollars ( \$ \_\_\_\_\_ ), 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.

NOT, 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: \*DEFERRED OF INTEREST MAY INCREASE THE PRINCIPAL BALANCE TO \$72,416.07.

ALL that certain piece, parcel, or lot of land with the buildings and improvements thereon, lying and being on the northerly side of Westcliffe Way near the City of Greenville, South Carolina, being a portion of Lot 171 and a portion of Lot 172 on plat of Westcliffe, Section 2, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 4-E at Page 113 and having, according to a more recent survey entitled "Property of Robert P. Neff, Jr. and Imojean S. Neff," dated July 15, 1980, prepared by Freeland and Associates, Surveyors, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 2-A, Page 52, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northerly side of Westcliffe Way, said pin being the joint front corner of Lots 172 and 173 and running thence with the common line of said lots N. 28-37 E., 341.5 feet to an iron pin, the joint rear corner of Lots 172 and 173; thence S. 71-10 E., 51.3 feet to an iron pin, the joint rear corner of Lots 172 and 129; thence with the common line of said lots S. 12-57 E., 34.5 feet to an iron pin; thence S. 5-10 W., 120.4 feet to an iron pin; thence S. 21-43 E., 222.3 feet to an iron pin on the northerly side of Westcliffe Way; thence with the northerly side of Westcliffe Way S. 68-05 W., 37.2 feet to an iron pin; thence N. 88-25 W., 66.7 feet to an iron pin; thence N. 70-49 W., 67 feet to an iron pin; thence N. 62-12 W., 143.3 feet to an iron pin, the point of beginning.

This is the same property conveyed to Mortgagors herein by deed of Alvin T. Dallas and Shirley S. Dallas, of even date, to be recorded herewith.

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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