

MORTGAGE

GREENVILLE CO. S.C.

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

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE

OCT 23 3 00 PM '80
DONNA BANKERSLEY
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

MARTHA J. PHELPS AND LAVON PETER HOSA PHELPS of
12 Pear Street, Greenville, S. C. , 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 , 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 FIVE THOUSAND NINE HUNDRED FIFTY**
Dollars (\$ 25,950.00).

with interest from date at the rate of **thirteen** per centum (**13** %)
per annum until paid, said principal and interest being payable at the office of **Charter Mortgage Company**

Post Office Box 10316 in **Jacksonville, Florida 32207**
or at such other place as the holder of the note may designate in writing, in monthly installments of

Two Hundred eighty seven dollars & 27/00 Dollars (\$ **287.27**),
commencing on the first day of **December 1**, 19 **80**, and on the first day of each month thereafter until the prin-
cipal 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 **November, 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, bar-
gained, 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 two pieces, parcels or lot of land in Greenville Township,
Greenville County, State of South Carolina, being known and designated
as Lots Nos. 18 and 19, Section C, of subdivision known as Washington
Heights as shown on Plat of said Washington Heights as recorded in the
R.M.C. Office for Greenville County in Plat Book M, Page 107, and
according to a survey by R. B. Bruce on October 21, 1980, having the
following metes and bounds, to wit:

BEGINNING at an iron pin on the southwest side of Pear Street (Pine St)
being the joint front corner of Lots 19 and 20, said point being 263.4
feet from Washington Loop and running thence with Pine Street S. 20-20
E. 88.4 feet to an iron pin, being joint front corner of Lots 17 and 18,
and running thence with the line of lot 17, S. 69-25 W. 152.6 feet to an
iron pin, joint rear corner of Lots 17 and 18, thence N. 20-35 W. 88.4
feet to an iron pin, joint rear corner of lots 18 and 20; thence with the
line of line of lot No. 20, N.69-25 E. 153 feet to the beginning corner.

BEING the same property conveyed to the mortgagor, Martha J. Phelps, by
deed of John H. Barber, dated October 24, 1980, and recorded in the R.M.C.
Office for Greenville County in Deed Book 1136, at Page 106.

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 encum-
brances 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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