

RE-RECORDED TO CORRECT DISTANCE
IN DESCRIPTION.

Post Office Box 2259
Jacksonville, Florida 32232

MORTGAGE

1980
FHA No. 461-178347-2033
EC No. 708323

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Charles C. Anderson and Linda G. Whiternan

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 Twenty Thousand Eight Hundred and No/100— Dollars (\$ 20,800.00)

with interest from date at the rate of thirteen per centum (13.00) 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 Two Hundred Thirty and 26/100— Dollars (\$ 230.26) commencing on the first day of January 1981 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 December, 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 that piece, parcel or lot of land situate, lying and being on the Eastern side of Fleming Street and the Northern side of Baywood Avenue, in the City of Greenville, County of Greenville, State of South Carolina, and shown as the property of Charles C. Anderson and Linda G. Whiternan on a plat prepared by Carolina Surveying Co., which plat is recorded in the R.M.C. Office for Greenville County in Plat Book 8-G at Page 1, and, according to said plat, has the following metes and bounds, to-wit:

BEGINNING at an iron pin at the intersection of Baywood Avenue and Fleming Street, and running thence with the Eastern side of Fleming Street N. 13-41 W. 57.7 feet to an iron pin in the boundary of U.S. Highway 385; running thence with the boundary of U.S. Highway 385 N. 49-18 E. 10.3 feet; thence continuing with said Highway N. 48-16 E. 87.1 feet; running thence N. 75-55 E. 21.1 feet to an iron pin; running thence S. 28-34 E. 65.7 feet to an iron pin on the Northern side of Baywood Avenue; running thence with the Northern side of said Avenue S. 56-18 W. 172.7 feet to an iron pin, point of beginning.

This is the identical property conveyed to the Mortgagors herein by Church of God of Prophecy by its Trustees, Lloyd Harvey, E.A. McDonald, Thomas Shirley, and Roger Arons, by Deed recorded September 22, 1980, in Deed Book 1133 at Page 972.

Together with all and singular the rights and appurtenances in anywise by law in anywise connected with or pertaining, and all of the rents, issues, and profits which may or hereafter may lawfully be received, and all fixtures and equipment now or hereafter attached to or used in connection with the real estate hereinafter 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 hereinafter described in fee simple, 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, mortgages, charges 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 that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

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