

S.C.

APR '80

ASLEY

# MORTGAGE

This document is a contract which is subject to the terms of the Uniform Residential Loan Act of the National Housing Act.

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STATE OF SOUTH CAROLINA,  
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN: We, Carl Michael Lee and Deborah B. Lee of Travelers Rest, South Carolina

of  
, 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 Thirty Seven Thousand and No/100----- Dollars (\$ 37,000.00 ----), with interest from date at the rate of thirteen and one-half per centum ( 13 1/2 --%) per annum until paid, said principal and interest being payable at the office of CHARTER MORTGAGE COMPANY, Post Office 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 Twenty Four and 02/100----- Dollars (\$ 424.02 -----), commencing on the first day of February, 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 January, 2011

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 in the State of South Carolina, County of Greenville, in Bates Township, shown as property of Carl Michael Lee and Deborah B. Lee on a plat prepared by Carolina Surveying Company, dated December 9, 1980, said plat being recorded in the RMC Office for Greenville County in Plat Book 8-J, at page 37, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin embedded in an oak on the southern side of North Tigerville Road and running thence S. 19-00 E. 216.9 feet to an iron pin; thence S. 72-50 W. 71.6 feet to an iron pin; thence N. 11-20 W. 225.4 feet to an iron pin located on the southern side of North Tigerville Road; thence with said Road, N. 83-00 E. 42.4 feet to the beginning corner.

This being the same property conveyed unto mortgagors by deed of James K. Sullivan and Mildred E. Sullivan recorded in the RMC Office for Greenville County, South Carolina in Deed Book 974, at page 501, on May 14, 1973.

This conveyance is made subject to any and all existing reservations, easements, rights of way, zoning ordinances and restrictions or protective covenants that may appear of record, on the recorded plat(s) or on the premises.

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 payment.

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