

MORTGAGE

1531 421
This form is used in connection with mortgages insured under the one- to four-family provisions of the National Housing Act.

FILED GREENVILLE CO. S. C. FILED GREENVILLE CO. S. C.
STATE OF SOUTH CAROLINA, COUNTY OF Greenville
PH: 81 FEB 2 2 26 PM '81

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TO ALL WHOM THESE PRESENTS MAY CONCERN: DONNIE S. TANKERSLEY R.M.C.

Thomas W. Ellington and Jo Ann Ellington of 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 Twenty Seven Thousand Three Hundred Fifty and No/100----- Dollars (\$ 27,350.00).

with interest from date at the rate of Thirteen and One-Half per centum (13.50 %) per annum until paid, said principal and interest being payable at the office of Charter Mortgage Company P. O. Box 2139 in Jacksonville, Florida or at such other place as the holder of the note may designate in writing, in monthly installments of Three Hundred Thirteen and 43/100----- Dollars (\$ 313.43), commencing on the first day of March, 19 81, 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 February 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 certain piece, parcel or lot of land, situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina on the East side of Robinson Street and being known and designated as Lot No. 4 on plat of T. C. Stone property recorded in the RMC Office for Greenville County, S.C. in Plat Book G at Page 222 and portion of Lot 21 as shown on plat of Stone Land Co., recorded in the RMC Office for Greenville County, S.C. in Plat Book A at Page 341 and having according to a more recent plat entitled Property of Thomas E. Ellington and Jo Ann Ellington made by Freeland & Associates dated January 29, 1981, recorded in the RMC Office for Greenville County, S.C. in Plat Book 84 at Page 35, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the East side of Robinson Street joint corner of Lots 3 and 4 and runs thence S. 84-59 E. 108 feet to an iron pin; thence S. 83-37 E. 54.2 feet to an iron pin, S. 1-31 W. 51.2 feet to an iron pin; thence N. 83-23 W. 53.8 feet to an iron pin; thence N. 86-03 W. 108.5 feet to an iron pin on the east side of Robinson Street; thence along Robinson Street N. 1-38 E. 53.0 feet to the beginning corner.

This being the same property conveyed to the mortgagors by deed of Nazera Coury Hudson 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 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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