

*Rerecorded for the purpose of changing from USA to Florida

1547 PAGE 565

FILED MORTGAGE CO. S. C. JUL 22 10 38 AM '81 DONNIE S. TANKERSLEY R.M.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

DOHN S. TANKERSLEY R.M.C.

BOOK 1552 PAGE 378

TO ALL WHOM THESE PRESENTS MAY CONCERN: EDWARD J. CORLEY & JENNY D. CORLEY

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, 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 Nine Thousand & no/100 Dollars (\$ 29,000.00),

with interest from date at the rate of fifteen & 50/100 per centum (15.50 %) 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 Three Hundred Seventy Eight & 45/100 Dollars (\$ 378.45), commencing on the first day of September, 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 August, 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, with all improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina being shown and designated as Lot No. 31 on plat of property of William M. Edwards, recorded in Plat Book S at Page 12, in the RMC Office for Greenville County, and shown on a more recent plat recorded in Plat Book 8 S, at Page 29, of property of Edward J. Corley and Jenny D. Corley, dated July 20, 1981, made by R. B. Bruce, RLS, and havings, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeast side of Elaine Avenue, at the joint front corner of Lots 31 and 32, which iron pin is situate 1880.3 feet southeast of the intersection of Elaine Avenue and Lee Road, and running thence along the line of Lot 32, N. 58-41 E., 255.9 feet to an iron pin in the rear corner of Lot 32; thence S. 29-07 E., 75.1 feet to an iron pin at the rear corner of Lot 30; thence with the line of Lot 30, S. 58-41 W., 253.1 feet to an iron pin on the northeast side of Elaine Avenue; thence with said Avenue, N. 31-19 W., 75 feet to the point of beginning.

This being the identical property as conveyed to the Mortgagors herein by deed of Emil Fritz, said deed 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.

4328 RV-2