

P.O. Box 2139
Jacksonville, FL 32232

REC 1555 280

MORTGAGE

OCT 15 11 09 AM '81

THIS MORTGAGE is made this 14 day of October 1981, between the Mortgagors, Joseph M. Gibbs and Lynn P. Gibbs (herein "Borrower"), and the Mortgagee, Charter Mortgage Corporation, a corporation organized and existing under the laws of United States of America, whose address is P.O. Box 2139 Jacksonville, Florida 32232 (herein "Lender").

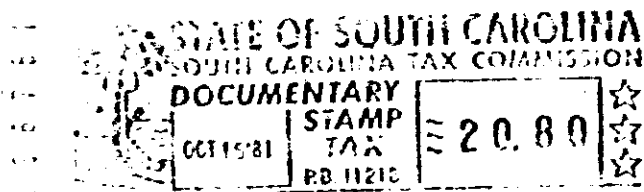
WHEREAS, Borrower is indebted to Lender in the principal sum of FIFTY-TWO THOUSAND and NO/100 (\$52,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated October 14, 1981 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on November 1, 2011

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville State of South Carolina:

ALL that certain piece, parcel or lot of land in Greenville County, State of South Carolina, in the Town of Simpsonville, being located on the westerly side of Wemberly Drive and being known as Lot No. 54 on plat of WEMBERLY WAY as shown by plat thereof recorded in Plat Book 7C at page 39 in the R.M.C. Office for Greenville County, having such metes and bounds as may be shown on a recent survey of Joseph M Gibbs and Lynn P. Gibbs, prepared by J. L. Montgomery, III, R L.S., dated September 14, 1981 and recorded in the R.M.C. Office for Greenville County in Plat Book 8W at page 1, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin placed on the westerly side of Wemberly Drive at the joint front corner of Lots 53 and 54 and running thence with said line of said lots N. 87-04 W. 167.0 feet to an iron pin found; thence N. 1-24 W 39.3 feet to an iron pin found; thence N. 3-15 E. 80.5 feet to an iron pin found at the joint rear corner of lots 54 and 55; thence with the joint line of said lots S. 80-28 E. 171.1 feet to an iron pin found on the westerly side of Wemberly Drive; thence with the westerly side of Wemberly Drive S. 3-10 W 100 feet to the beginning corner.

This being the same property conveyed to the Mortgagors herein by deed of Snipes Builders, Inc. of even date, to be recorded herewith.



which has the address of 302 Wemberly Drive, Simpsonville (City)
S.C. 29681 (State and Zip Code) (herein "Property Address");

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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