

LONG, BLACK & GASTON

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE } ss:

MORTGAGE

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

RECORDED
FEB 25 AM '82
400 S. C.
W. W. W. SLEAY

TO ALL WHOM THESE PRESENTS MAY CONCERN:

THOMAS J. DUNCAN AND
JAMES S. SMITH

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 EIGHT THOUSAND SEVEN HUNDRED & NO/100 Dollars (\$ 28,700.00).

with interest from date at the rate of Fifteen and One-Half per centum (15.50 %) per annum until paid, said principal and interest being payable at the office of CHARTER MORTGAGE COMPANY Post Office Box 2139 in Jacksonville, Florida 32232 or at such other place as the holder of the note may designate in writing, in monthly installments of Three Hundred Seventy Four Dollars and 54/100 Dollars (\$ 374.54), commencing on the first day of May, 1982, 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 April, 2012.

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:

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP
FEB 1982
TAX
1148
FR 11713

ALL that piece, parcel or lot of land, located County of Greenville, State of South Carolina, being a part of Lot 17, Fallis Annex, lying at the intersection of White Circle and Caren Drive and being further shown on plat prepared by Freeland and Associates, dated March 18, 1982, entitled, "Property of Thomas J. Duncan and James S. Smith, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the intersection of White Circle and Caren Drive and running thence along Caren Drive, N. 64.26 E. 110 feet to a point at the corner of other property of the grantor; thence, along a new line through Lot 17, S. 18-50 E. 100.5 feet to a point; thence S. 64-24 W. 110 feet to an iron pin on or near the eastern side of White Circle; thence, along said street, N. 18-51 W. 100.6 feet to an iron pin, the point and place of BEGINNING.

THIS is the same property conveyed to James S. Smith by deed of David R. Floyd, Jr. a/k/a David Roland Floyd, Jr., dated January 30, 1975, and recorded in Deed Book 1014 P. 25. Thereafter James S. Smith deeded a one-half interest in and to said property to Thomas J. Duncan by deed dated March 30, 1982, and recorded simultaneously 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.

RECORDED
FEB 25 AM '82
400 S. C.
W. W. W. SLEAY

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