

SEP 1 10 04 AM '82
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

THIS MORTGAGE is made this 31st day of August 1982, between the Mortgagor, Benny R. Robinson and Nancy M. Robinson (herein "Borrower"), and the Mortgagee, Charter Mortgage Company, a corporation organized and existing under the laws of The State of Florida, whose address is P.O. Box 2259 Jacksonville, Florida 32232 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Eighty-Nine Thousand, Seven Hundred Fifty and No/100 (\$89,750.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 31, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 1, 2002;

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 with the buildings and improvements thereon, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lot No. 16 on a plat of "Merrifield Park", which plat is recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 000, Page 177, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northerly side of Merrifield Drive, at the joint front corner of Lot Nos. 16 and 17 and running thence with the northerly side of Merrifield Drive N. 71-00 W. 110 feet to an iron pin, at the joint front corner of Lot Nos. 15 and 16; thence with the common line of said lots N. 19-00 E. 224.8 feet to an iron pin; thence S. 75-58 E. 19.8 feet to an iron pin; thence S. 74-59 E. 90.6 feet to an iron pin at the joint rear corner of Lot Nos. 16 and 17 and running thence with the common line of said lots S. 19-00 W. 232.8 feet to the beginning corner.

This being the same property conveyed to the mortgagors by deed of John D. Boaz and Lydia J. Boaz of even date to be recorded herewith.

SOUTH CAROLINA
DOCUMENTARY
STAMP
\$ 5.92

which has the address of 225 Merrifield Drive Greenville, S.C. 29615 (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.

0407

4328 RV-2