

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

GREENVILLE S.C. FILED SEP 22 10 16 AM '82 DONNIE S. TANKERSLEY R.M.C.

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE } ss:

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, Steven D. Whitaker of Liberty, 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 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-four Thousand Five Hundred Fifty and no/100 ----- Dollars (\$ 24,550.00),

with interest from date at the rate of Fourteen per centum (14.0 %) per annum until paid, said principal and interest being payable at the office of Charter Mortgage Company, P. O. Box 2259 in Jacksonville, Florida 32232 or at such other place as the holder of the note may designate in writing, in monthly installments of Two Hundred Ninety and 92/100 ----- Dollars (\$ 290.92), commencing on the first day of November, 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 October, 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:

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, near the City of Greenville, and being more particularly described as Lot 64, Section 1, as shown on plat entitled "Subdivision of Village Houses, F.W. Poe Manufacturing Company, Greenville, South Carolina" made by Dalton and Neves in July, 1950, and recorded in the R.M.C. Office for Greenville County in Plat Book Y, at Pages 26-31, inclusive, and being more particularly described according to plat prepared by Robert R. Spearman, Surveyor, dated September 9, 1982 and recorded in Plat Book 7-C, at Page 16 in the R.M.C. Office for Greenville County, S. C. as having the following measurements and boundaries, to-wit:

BEGINNING at a point on the Southeasterly side of "B" Street, the common front corner of the herein described lot and Lot 38; thence running along the Southwest-erly side of "B" Street North 49-00 East 70.0 feet to a point; thence running a-long the Southwesterly side of Second Avenue South 41-27 East 85.0 feet to a point; thence running along the common line of the herein described lot and Lot 63 South 49-00 West 70.0 feet to a point; thence running along the common line of the herein described lot and Lot 38 North 41-27 West 85.0 feet to the point of BEGIN-NING.

The above property is subject to any and all easements and rights of way for utili-ties, roads; drainage, etc. as may appear of record and/or on the premises and specifically to that certain sanitation sewer shown on the above referred to plat. The above property is also subject to any and all covenants, restrictions or zon-ing ordinances affecting such property as appear of record.

The above property is the same conveyed to Mortgagor herein named by deed of this date recorded in the R.M.C. Office for Greenville County, S.C. in Deed Book 1124 at Page 342 from Nichols-Chapman Realtors, a S.C. General Partnership.

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 encum-brances 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.

