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JOHN BANKERSLEY
H.M.C.

BOOK 1587 PAGE 156

MORTGAGE

THIS MORTGAGE is made this 26th day of November 1982, between the Mortgagor, GERALD L. SOUTHERLAND AND LINDA M. SOUTHERLAND (herein "Borrower"), and the Mortgagee, CHARTER MORTGAGE COMPANY, a corporation organized and existing under the laws of State of Florida, whose address is Post Office Box 2259, Jacksonville, Florida 32232 (herein "Lender").

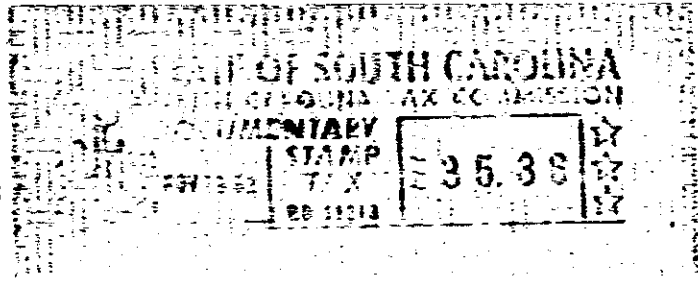
WHEREAS, Borrower is indebted to Lender in the principal sum of EIGHTY-EIGHT THOUSAND THREE HUNDRED FIFTY AND No/100 (\$88,350.00) Dollars, which indebtedness is evidenced by Borrower's note dated November 1982 (herein "Note"), providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on December 1, 2012;

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 situate, lying and being in the State of South Carolina, County of Greenville and being known and designated as Lot No. 264 on plat of DEVENGER PLACE, Section 12, recorded in the RMC Office for Greenville County in Plat Book 7X, Page 18 and also as shown on a more recent survey prepared by Freeland & Associates, dated November 22, 1982 entitled "Property of Gerald L. Southerland and Linda M. Southerland" and recorded in the RMC Office for Greenville County in Plat Book 9-I, Page 55, and having, according to the more recent survey, the following metes and bounds, to wit:

BEGINNING at an iron pin on the southwestern side of Hedgewood Terrace, joint front corner of Lots 263 and 264 and running thence along said Hedgewood Terrace, S 17-27 E 75.0 feet to an iron pin at the intersection of Hedgewood Terrace and Pen Oak Court; thence with said intersection, S 27-33 W 35.35 feet to an iron pin on the northern side of Pen Oak Court; thence along said Pen Oak Court, S 72-33 W 125.0 feet to an iron pin; thence with the curve of Pen Oak Court, the chord of which is S 70-15 W 40.4 feet to iron pin at the corner of Lots 264 and 265; thence along the common line of said lots, N 16-36 W 78.3 feet to an iron pin; thence with the common line of Lots 263 and 264, N 73-19 E 182.1 feet to an iron pin, the point of beginning.

Being the same property conveyed to the mortgagors herein by deed of William E. Turner, III and Diane A. Turner, to be recorded of even date herewith.



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which has the address of 701 Hedgewood Terrace, Greer, South Carolina 29651 (Street) (City) (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 seized 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.