

C.S.C.

BOOK 1589 PAGE 774
SOUTH CAROLINA

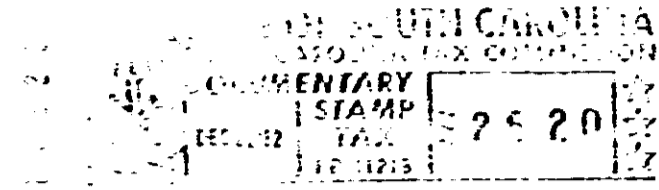
VA Form 26-6315 (Home Loan)
Revised September 1978. Use Optional.
See Instructions for Details.
File in Federal National Mortgage
Association.

APR 82

HERSLEY

MORTGAGE

STATE OF SOUTH CAROLINA, }
COUNTY OF GREENVILLE } ss:



WHEREAS:

Charles Morgan Stuart, Jr. and Virginia M. Stuart of Greenville, South Carolina, hereinafter called the Mortgagor, is indebted to

Charter Mortgage Company

a corporation organized and existing under the laws of the State of Florida, hereinafter called 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 Sixty-Three Thousand and No/100----- Dollars (\$ 63,000.00), with interest from date at the rate of Twelve per centum (12 %) per annum until paid, said principal and interest being payable at the office of Charter Mortgage Company in Jacksonville, Florida, or at such other place as the holder of the note may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Six Hundred Forty-Eight and 27/100-----Dollars (\$ 648.27), commencing on the first day of February, 19 82, and continuing 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 January, 2013.

Now, KNOW ALL MEN, that 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, assigned, and released, and by these presents does grant, bargain, sell, assign, and release unto the Mortgagee, its successors and assigns, the following-described property situated in the county of Greenville State of South Carolina;

ALL those pieces, parcels or lots of land, lying and being situate in the County of Greenville, State of South Carolina, being shown and designated as Lot Nos. 64, 65 and 66, on plat entitled "Property of Charles Morgan Stuart, Jr. and Virginia M. Stuart" as recorded in Plat Book 9-K at Page 22, in the RMC Office for Greenville County, S.C., and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Lanneau Drive, said pin being approximately 994 feet from the intersection of East Faris Road and Lanneau Drive, running thence N. 79-49 W. 148.6 feet to an iron pin; thence N. 10-11 E. 225.0 feet to an iron pin; thence N. 10-11 E. 225.0 feet to an iron pin; thence S. 42-12 E. 86.6 feet to an iron pin; thence S. 27-00 E. 90.0 feet to an iron pin; thence S. 9-29 E. 53.1 feet to an iron pin; thence S. 1-11 W. 50.6 feet to an iron pin, the point of beginning.

THIS being the same property conveyed to the mortgagors herein by deed of John O. Alexander as recorded in Deed Book 1119 at Page 356, in the RMC Office for Greenville County, S.C., on December 22, 1982.

"The mortgagor covenants and agrees that so long as this mortgage and the said note secured hereby are guaranteed under the provisions of the Serviceman's Readjustment Act of 1944, as amended, he will not execute or file for record any instrument which imposes a restrictions upon the sale or occupancy of the mortgaged property on the basis of race, color, or creed. Upon any violation of this undertaking, the mortgagee may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable." continued on next page

Together with all and singular the improvements thereon and the rights, members, hereditaments, and appurtenances to the same belonging or in anywise appertaining; all the rents, issues, and profits thereof (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are and shall be deemed to be, fixtures and a part of the realty and are a portion of the security for the indebtedness herein mentioned;

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