

FILED
GREENVILLE S.C.

OCT 25 2 39 PM '82

DONNE TANNERSLEY
R.M.C.

MORTGAGE FILED
GREENVILLE S.C.

1584-119

300-1608 PAGE 37

THIS MORTGAGE is made this 29th day of October 1982, between the Mortgagor, Irma M. Smith (herein "Borrower"), and the Mortgagee, Charter Mortgage Company, a Florida corporation, a corporation organized and existing under the laws of the State of Florida, whose address is Post Office Box 4130, Jacksonville, Florida 32231 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty-Five Thousand and No/100 (\$55,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated October 29, 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 November 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 piece, parcel or lot of land situate, lying and being in Greenville County, State of South Carolina, being known and designated as Pat of Lot 37, Section A, Gower Estates, according to a plat thereof recorded in the R.M.C. Office for Greenville County in Plat Book "QQ" at Pages 146 and 147, and according to a more recent survey entitled "Property of Irma M. Smith", dated October 27, 1982, and recorded in the R.M.C. Office in Plat Book 9-7, at Page 13, and having the following metes and bounds, to wit:

BEGINNING at an iron pin on Carolina Avenue, joint front corner of Lots Nos. 36 and 37, and running thence S. 60-50 W. 169.14 feet to an iron pin; thence N. 53-15 W. 115.6 feet to an iron pin; thence N. 30-40 E. 95.7 feet to an iron pin; thence N. 86-54 E. 177.8 feet to an iron pin on Carolina Avenue; thence with said Avenue S. 10-03 E. 80 feet to an iron pin, the point of beginning.

This being the same property conveyed to the Mortgagor herein by deed from George Denning Hilderbrand, James Ronald Hilderbrand, and Charles Paine Hilderbrand of even date to be recorded herewith.

This Mortgage is being re-recorded in order to attach the Graduated Payment Rider as part of this instrument.

SCTO 20029 82 475
2 MY 25 83 241
13.00CI
4.00CI

STATE OF SOUTH CAROLINA
RECORDING TAX COMMISSION
INSTRUMENTARY
STAMP
OCT 25 1982
22.00

which has the address of 611 Carolina Avenue Greenville (City)
South Carolina 29607 (herein "Property Address");
[State and Zip Code]

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.