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MORTGAGE

BOOK 1505 PAGE 274

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

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE } ss:

TO ALL WHOM THESE PRESENTS MAY CONCERN: THOMAS A. SUTTON AND JANE M. SUTTON

Greenville, South Carolina of
, 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 THE UNITED STATES AND FLORIDA
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
FORTY SEVEN THOUSAND and No/100ths Dollars (\$ 47,000.00),

with interest from date at the rate of eleven and one-half per centum (11.5 %)
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, in monthly installments of Four Hundred Sixty
Five and 77/100ths Dollars (\$ 465.77),
commencing on the first day of August, 19 80, 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 July 2010

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 in the County of Greenville situate, lying and being on the southern side of Creighton Street and being known and designated as Lot No. 276 on a plat of Colonial Hills Subdivision, Section 6, plat of which is recorded in the RMC Office for Greenville County in Plat Book WWW, at Pages 12 and 13, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southern side of Creighton Street at the joint front corner of Lots Nos. 275 and 276 and running thence with the line of Lot No. 275, S. 16-35 E., 283.0 feet to an iron pin at the joint rear corner of Lots Nos. 275 and 276, which iron pin is in or near the center of an unnamed creek; thence with the center of said unnamed creek as a line, N. 71-45 E., 100.1 feet to an iron pin at the joint rear corner of Lots Nos. 276 and 277; thence with the line of Lot No. 277, N. 16-35 W., 280.01 feet to an iron pin on the Southern side of Creighton Street at the joint front corner of Lots Nos. 276 and 277; thence with the Southern side of Creighton Street, S. 73-25 W., 100.0 feet to the point of beginning.

This being the same property conveyed unto Thomas A. Sutton and Jane M. Sutton by deed of Richard W. Galway and Elaine T. Galway dated and recorded concurrently herewith.

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
TAX
\$ 18.00

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 encumbrances 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.

SCOTT 1-11-80 1 16 PM '80

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