

VA Form 26-4338 (Home Loan)
Revised September 1975. Use Optional.
Section 1810, Title 38 U.S.C. Acceptable to Federal National Mortgage Association.

FILED
GREENVILLE CO. S.C.

1513 4310
SOUTH CAROLINA

OCT 7 4 24 PM '80
DONNELL S. TAMMERSLEY
R.M.C.
MORTGAGE

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

WHEREAS: THOMAS FRANKLIN SMITH AND SANDRA SMITH

GREENVILLE COUNTY, SOUTH CAROLINA, hereinafter called the Mortgagor, is indebted to

CHARTER MORTGAGE COMPANY

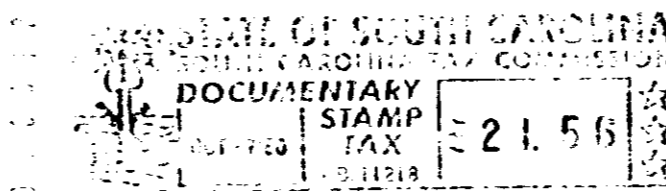
, a corporation
, hereinafter
organized and existing under the laws of FLORIDA
called Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of FIFTY THREE THOUSAND NINE HUNDRED AND NO/100 Dollars (\$ 53,900.00), with interest from date at the rate of THIRTEEN per centum (13 %) 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 delivered or mailed to the Mortgagor, in monthly installments of FIVE HUNDRED NINETY SIX AND 24/100 Dollars (\$ 596.24), commencing on the first day of December , 19 80 , 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 November, , 2010 .

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 that piece, parcel or tract of land containing 2.71 acres, more or less, as shown on a plat of Property of Thomas F. Smith and Sandra Smith prepared by C.O. Riddle, Surveyor, dated September 15, 1980, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the joint rear corner of the 2.71 acre tract and property now or formerly of James Grady Smith and Bobby Johnson and W.A. Davis and running thence with the Johnson and Davis line N. 54-56 E 672.42 feet to an iron pin on the line of property of Greenville County School District; thence with other property of O.F. Anders S. 34-59 E. 167 feet to an iron pin; thence continuing with the property line of O.F. Anders S. 54-59 W. 742.82 feet to an iron pin on property line of James Grady Smith; thence with the Smith property line N. 12-04 W. 180.77 feet to an iron pin being the point of BEGINNING.

This is the same property conveyed to the mortgagors by deed of O. Fred Anders dated October 6, 1980 and recorded October 7, 1980, R.M.C. Office for Greenville County, S.C.



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;

5150

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