

1520 232

LONG, BLACK & GASTON
1-2977

MORTGAGE

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:

RECORDED
11:43 AM '81
DEPARTMENT OF REVENUE
GREENVILLE, S.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

GASTON B. COX, ZINNIA P. COX, AND JOEL K. COX of
GREENVILLE, SOUTH CAROLINA, 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 STATE OF FLORIDA, hereinafter
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 THIRTY THOUSAND DOLLARS AND NO/100 -----
-----Dollars (\$ ---30,000.00-----),

with interest from date at the rate of Thirteen and one-half ----- per centum (--13.50---- %) per annum until paid, said principal and interest being payable at the office of Charter Mortgage Company 815 S. Main Street in Jacksonville, Florida or at such other place as the holder of the note may designate in writing, in monthly installments of Three Hundred Forty Three Dollars and 80/100 ----- Dollars (\$ ---343.80-----), commencing on the first day of March, 1981, 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 February, 2011

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, situate, lying and being on the southern side of Bramlette Road near the intersection with Gethsemane Drive, being shown and designated as a portion of Lots 15 and 16 on a Plat of RUSSELL HEIGHTS, recorded in the RMC Office for Greenville County in Plat Book 4-F, at Page 14, and being shown as Lot No. 15 on a Revision of Lots 15 and 16 of RUSSELL HEIGHTS, recorded in Plat Book 4-D, at Page 171, and according to a more recent survey dated January 2, 1981, by Freeland and associates and having the following metes and bounds to-wit:

BEGINNING at an iron pin on the southern side of Bramlette Road, 214 feet from the intersection of Gethsemane Drive, running thence with the Eastern side, N. 60-10 E. 160 feet to an iron pin; thence with the line of Lot 14, S. 29-50 E. 300 feet to an iron pin; thence S. 60-10 W. 14.9 feet to an iron pin; thence running N. 61-27 W. 206.0 feet to an iron pin; thence running S. 46-25 W. 130.0 feet to an iron pin being the point of beginning.

THIS is the same property conveyed to the mortgagors herein by deed of Gordon C. Carter and Syble C. Lowe, dated January 2, 1981 and recorded simultaneously herewith.

DEPARTMENT OF REVENUE
STATE OF SOUTH CAROLINA
DOCUMENTARY TAX STAMP
\$ 12.00

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.

1520 232

4328 RV-2