

MORTGAGE

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

FILED
GREENVILLE CO. S.C.
FEB 3 3 46 PM '81

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN: JAMES BARRY HOWARD AND MELINDA T. HOWARD

South Carolina, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto CHARTER MORTGAGE COMPANY

organized and existing under the laws 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 TWENTY-ONE THOUSAND THREE HUNDRED AND NO/100----- Dollars (\$ 21,300.00-----).

with interest from date at the rate of THIRTEEN AND ONE-HALF per centum (13.5%) 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 TWO HUNDRED FORTY-FOUR AND 10/100----- Dollars (\$ 244.10-----).

commencing on the first day of April, 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 March, 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 those certain pieces, parcels or lots of land situate, lying and being in the State of South Carolina, County of Greenville, in Bates Township, being shown and designated as Lots Nos. 16 and 17, Chestnut Ridge Road, Chestnut Ridge Subdivision, on plat recorded in the RMC Office for Greenville County in Plat Book BB, at page 35, and being further shown on survey entitled "Property of James Barry Howard and Melinda T. Howard", prepared by Carolina Surveying Co., dated January 30, 1981, recorded in the RMC Office for Greenville County in Plat Book 8-L, page 40, reference to said more recent plat is hereby craved for a metes and bounds description thereof.

This is the same property conveyed to the above named mortgagors by deed of Nellie Giordano to be recorded of even date herewith.

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.

GO 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 intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

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