

# MORTGAGE

Post Office Box 2259  
Jacksonville, Florida 32232

FILED  
GR. N.Y. = CO. S.C.

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

Es: 6 4 14 PH '81  
DONNA BANKERSLEY

FHA #461-179058  
CMC #706443

TO ALL WHOM THESE PRESENTS MAY CONCERN:

W. FRANK RIVERS AND RUTH W. RIVERS

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 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 **Twenty-Five Thousand and No/100**  
Dollars (\$ 25,000.00 ).

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** in **Jacksonville; Florida**  
or at such other place as the holder of the note may designate in writing, in monthly installments of **Two Hundred**  
**Ninety-One and 50/100**  
Dollars (\$ 291.50 ).  
commencing on the first day of **April**, 19 **81**, and on the first day of each month thereafter until the prin-  
cipal 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; 2006**.

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 Mortgagor 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 pieces; parcels or lots of land situate; lying and being at the Northwestern corner of the intersection of Fourth Avenue and C Street, near the City of Greenville; in the County of Greenville, State of South Carolina, and known and designated as Lots Nos. 105 and 121, Section One, of a Subdivision of the "Property of The F. W. Poe Manufacturing Company", plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book Y at Pages 26 and 27; said Lots having such metes and bounds as shown on said plat.

This is the identical property conveyed to the Mortgagors herein by Larry G. Shaw Builder, Inc. by Deed recorded simultaneously herewith.

OCTO 1 1981  
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A. COOPER

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.

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