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JAN NERSLEY
R.M.C.

MORTGAGE

FORM 1537 PAGE 865
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: Francois Zayek and Ann Marshall

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 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 Forty four thousand eight hundred and 00/100 -----
-----Dollars (\$ 44,800.00).

with interest from date at the rate of fourteen per centum (14 %) 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 Five hundred thirty and 88/100 ----- Dollars (\$ 530.88), commencing on the first day of May, 19 81 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 April, 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 with the buildings and improvements thereon, lying and being on the southerly side of Roberta Drive, near the City of Greenville, S. C., being known and designated as Lot No. 58 on Plat No. 3 of Cherokee Forest as recorded in the RMC Office for Greenville County, S. C. in Plat Book QQ at Pages 36 and 37, and having according to said plat, the following metes and bounds, to wit:

Beginning at an iron pin on the southerly side of Roberta Drive, said pin being the joint front corner of Lots 57 and 58 and running thence with the common line of said Lots S. 15-58 W. 212.7 feet to an iron pin; thence N. 73-45 W. 100.0 feet to an iron pin, the joint rear corner of Lots 58 and 59; thence with the common line of said Lots N. 15.58 E. 212.2 feet to an iron pin on the southerly side of Roberta Drive; thence with the southerly side of Roberta Drive S. 74-02 E. 100.0 feet to an iron pin, the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of Blount C. Ferrell and Angelyn B. Ferrell dated April 9, 1981 and recorded in the RMC Office of Greenville County in Deed Book 1146 at Page 23.

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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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