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MORTGAGE

THIS MORTGAGE is made this 3rd day of November 1981, between the Mortgagor, THOMAS FRANCIS RUGH AND KAY CASTLE RUGH (herein "Borrower"), and the Mortgagee, CHARTER MORTGAGE COMPANY, a corporation organized and existing under the laws of The State of Florida, whose address is Post Office Box 2139, Jacksonville, Florida, 32232 (herein "Lender").

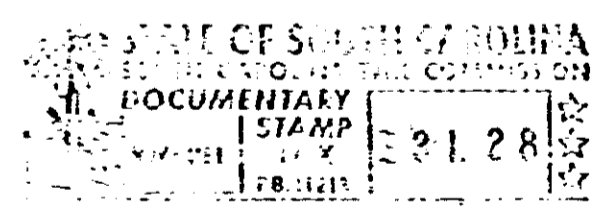
WHEREAS, Borrower is indebted to Lender in the principal sum of SEVENTY EIGHT THOUSAND TWO HUNDRED DOLLARS AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated November 3, 1981 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 1, 2011;

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville State of South Carolina:

ALL that piece, parcel or lot of land situate, lying and being on the eastern side of Kindlin Way, near the City of Greenville, in the County of Greenville, State of South Carolina and being known and designated as Lot No. 18, of a subdivision known as Fox Ridge at Pebble Creek, Phase I, plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book 7C at Page 67 and according to a more recent survey prepared by Freeland and Associates, dated November 2, 1981, entitled "Property of Thomas Francis Rugh and Kay Castle Rugh having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Kindlin Way, at the joint front corner of Lots Nos. 17 and 18 and running thence with the joint line of said Lots N. 82-19 E. 145 feet to an iron pin; thence running S. 7-41 E. 70 feet to an iron pin at the joint rear corner of Lots 18 and 19; running thence with the joint line of said Lots S. 82-19 W. 145 feet to an iron pin on the eastern side of Kindlin Way; running thence with the eastern side of said way N. 7-41 W. 70 feet to an iron pin, the point of BEGINNING.

THIS is the same property conveyed to the Mortgagor's herein by deed of Preferred Homes, Inc., dated November 3, 1981, and recorded simultaneously herewith.



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which has the address of #18 Kindlin Way, Taylors, South Carolina 29687 (herein "Property Address");

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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