

FILED  
10 AM '79  
GREENVILLE  
S.C.

71414-439

# MORTGAGE

This mortgage is insured under the  
National Housing Act.

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE } ss:

TO ALL WHOM THESE PRESENTS MAY CONCERN: That we, RODRIGO VALENCIA  
and LUCY VALENCIA  
Simpsonville, S. C. , 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-NINE THOUSAND EIGHT HUNDRED Dollars (\$ 29,800.00 ).

with interest from date at the rate of Ten per centum ( 10 %) per annum until paid, said principal and interest being payable at the office of CHARTER MORTGAGE COMPANY  
P. O. Box 10316 in Jacksonville, Florida 32207  
or at such other place as the holder of the note may designate in writing, in monthly installments of  
TWO HUNDRED SIXTY-ONE and 64/100 Dollars (\$ 261.64 ),  
commencing on the first day of September , 19 79, 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 August, 2009

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, bar-  
gained, 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: being shown and designated as Lot 116 on a Plat of Section  
Two, BELLINGHAM, recorded in the RMC Office for Greenville County in Plat  
Book 4-N, at Page 79. Said Lot fronts an aggregate of 79.76 feet on the  
southern side of Cloverdale Lane; runs back to a depth of 188.47 feet on  
its eastern boundary; runs back to a depth of 181.22 feet on its western  
boundary, and has 84.80 feet across the rear.

This is the same property conveyed to the Mortgagors herein by deed of  
Richard E. Johns and Lynn H. JOHNS, dated July 20, 1979, to be recorded  
simultaneously herewith.

"The Mortgagor covenants and agree that so long as this mortgage and the  
said note secured hereby are insured under the National Housing Act, he  
will not execute or file for record any instrument which imposes a  
restriction upon the sale or occupancy of the mortgage property on the  
basis of race, color, or creed. Upon any violation of this undertaking,  
the mortgagee may, at its option, declare the unpaid balance of the  
mortgage immediately due and payable."

STATE OF SOUTH CAROLINA  
DOCUMENTARY  
STAMPS  
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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 encum-  
brances 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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