

FILED MORTGAGE
AUG 7 11 50 AM '79
GREENVILLE S.C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
DONNIE S. TANKERSLEY
R.M.C.

TO ALL WHOM THESE PRESENTS MAY COME, Luther A. Hicks and Gloria Dianne Hicks
of
Greenville, South Carolina

WHEREAS, the Mortgagee, Charter Mortgage Company
a corporation
organized and existing under the laws of
Florida

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 **Sixteen Thousand Five Hundred Fifty and No/100-----** Dollars (\$ **16,550.00-----**), 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** in **Jacksonville, Florida**

at such other place as the holder of the note may designate in writing, in monthly installments of **One Hundred Forty Five and 31/100-----** Dollars (\$ **145.31-----**), commencing on the first day of **October**, 1979, 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 **September 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 Mortgagee, has granted, 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 piece, parcel or lots of land situate, lying and being on Pacific Avenue and being known as Lot 373 and a portion of Lot 372 of Pleasant Valley Subdivision as shown on the plat prepared by Carolina Surveying, dated 31 July 1979, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the right-of-way of Pacific Avenue and running thence with Pacific Avenue, N. 89-52 E. 90 feet to an iron pin; thence turning and running with the joint line of Lot 374, S. 0-08 E. 153.9 feet to an iron pin on the right-of-way of Prosperity Avenue; thence with Prosperity Avenue S. 60-51 W. 12.5 feet to an iron pin; thence S. 89-52 W. 79 feet to an iron pin; thence N. 0-08 E. 160 feet to the point of beginning.

This being the same property conveyed to Mortgagors herein by deed of **Mildred M. Harris dated 6 August 1979 and recorded 7 August 1979 in the RMC Office for Greenville County in Deed Book 1108 at page 754.**

Address of Mortgagee: Post Office Box 10316, Jacksonville, FLA 32207

together with all and singular the rights, members, accretions, 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 fixtures, plantings, 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 and interest on the indebtedness evidenced by the said note, at the times and in the manner therein 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 that written notice of an intention to exercise such privilege is given at least thirty days prior to prepayment.

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