

Loan Number 70111754

# MORTGAGE

REC-1491 149553

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

FILED  
GREENVILLE CO. S.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

10 28 AM '79  
NORWELLEX  
R.M.C.

Norwellex and Frances Cox

Greenville County, 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 **Thirty Seven Thousand Four Hundred Fifty and no/100---**  
-----Dollars (\$ 37,450.00 ).

with interest from date at the rate of **eleven and one-half** per centum ( **11-1/2%** )  
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 **Three Hundred Seventy**  
**One and 13/100-----** Dollars (\$**371.13** ),  
commencing on the first day of **February**, 19 **80**, 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 **January, 2010**.

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:

**ALL that piece, parcel or lot of land with all buildings and improvements**  
**situate, lying and being on the northeastern side of Virginia Avenue in**  
**Greenville County, South Carolina near Travelers Rest being shown and desig-**  
**nated as Lot #94 on a plat of COLEMAN HEIGHTS made by Terry T. Dill, Surveyor,**  
**dated February 1958, recorded in the R.M.C. Office for Greenville County, S.C.**  
**in Plat Book RR, page 115 reference to which is hereby craved for the metes**  
**and bounds thereof.**

The above property is the same conveyed to the Mortgagor by deed of Jesse  
V. Whitmire and Doris G. Whitmire to be recorded simultaneously herewith.

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STATE OF SOUTH CAROLINA  
DOCUMENTARY  
STAMP  
1980

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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