

FILED
GREENVILLE CO. S. C.
DEC 3 11 05 AM '79
DONNIE J. TANKERSLEY
R.M.C.

MORTGAGE

BOOK 1490 PAGE 130

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:

FILED
GREENVILLE CO. S. C.
DEC 3 11 24 AM '80
DONNIE J. TANKERSLEY
R.M.C.

BOOK 1497 PAGE 491

TO ALL WHOM THESE PRESENTS MAY CONCERN:

David Lee Beaty and Doris J. Byrd 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 Twenty five thousand nine hundred and 00/100 Dollars (\$ 25,900.00), with interest from date at the rate of eleven and one-half per centum (11.50 %) 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 Two hundred fifty six and 67/100 Dollars (\$ 256.67), commencing on the first day of January 19 80, 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 December, 2009 ^{DB}

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 piece, parcel or lot of land situate, lying and being on the eastern side of Chesley Drive near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 70 as shown on a plat of The Village, Section I, prepared by Heaner Engineering Co., Inc. dated October 13, 1972 and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 4-R at Page 52, and having according to said plat the following metes and bounds:

Beginning at an iron pin on the eastern side of Chesley Drive at the joint front corner of Lots Nos. 70 and 71 and running thence with the line of Lot No. 71, N. 55-36-41 E. 136.19 feet to an iron pin in the line of Lot No. 72; thence with the line of Lot No. 72, S. 34-23-19 E. 82.27 feet to an iron pin at the joint rear corner of Lots Nos. 69 and 70; thence with the line of Lot No. 69, S. 47-51-27 W. 132.78 feet to an iron pin on the eastern side of Chesley Drive; thence with the curve of the eastern side of Chesley Drive, the chord of which is N. 39-41-13 W. 50 feet to an iron pin; thence continuing with the eastern side of Chesley Drive, N. 34-23-19 W. 51.00 feet to the point of beginning.

This being the same property conveyed to the mortgagors herein by deed of William A. Prater and Mary E. Prater dated December 1, 1979 and recorded in the RMC Office for Greenville County in Deed Book 1116 at Page 718

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 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, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

This mortgage is being re-recorded to show the correct maturity date of December, 2009.

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