

P.O. Box 16627
Jacksonville, Fla.
32207

MORTGAGE

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 }

7 PM '80
S.S. SLEW
S.S. SLEW

WITH DEFERRED INTEREST AND INCREASING MONTHLY INSTALLMENTS

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Joseph T. McNutt and Nancy K. McNutt
Greenville, 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
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 Sixty Thousand Nine Hundred Dollars (\$ 60,900.00).

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 Co.

in Jacksonville, Florida
or at such other place as the holder of the note may designate in writing, in monthly installments ~~xxx~~ ACCORDING TO THE
SCHEDULE ATTACHED TO SAID NOTE
commencing on the first day of September, 1980, 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 August, 2010

*DEFERRAL OF INTEREST MAY INCREASE THE PRINCIPAL BALANCE TO \$63,505.75
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, lying and being situate in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 88 as shown on plat entitled "Property of Joseph Thomas McNutt and Nancy K. McNutt" as recorded in Plat Book 8-C at Page 67, in the RMC Office for Greenville County, S.C., and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Eastern side of Ashford Avenue, said iron pin being approximately 125 feet from the intersection of Wellington Avenue and Ashford Avenue, running thence N. 19-32 E. 75.0 feet to an iron pin; thence S. 70-41 E. 164.2 feet to an iron pin; thence S. 16-45 W. 74.8 feet to an iron pin; thence N. 70-37 W. 167.7 feet to an iron pin, the point of beginning.

THIS being the same property conveyed to the mortgagors herein by deed of Alice Martin as Executrix of the Estate of Helen M. Jordan which is shown in Apartment 1570, File 12 of the Probate Court of Greenville County, S.C. which deed was recorded in Deed Book 1139 at Page 861, in the RMC Office for Greenville County, S.C., on July 25, 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 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 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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