

4 20 PM '81

TANKERSLEY
R.M.C.

MORTGAGE

1553 PAGE 514

This form is used in connection with mortgages insured under the one-to-four-family provision of the National Housing Act.

STATE OF SOUTH CAROLINA, }
COUNTY OF GREENVILLE } ss:

TO ALL WHOM THESE PRESENTS MAY CONCERN:

BILLY R. GOSNELL

Greenville, South Carolina, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto

CHARTER MORTGAGE COMPANY, P. O. Box 2259, Jacksonville, Florida, 32232, 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 SIXTY THOUSAND SEVEN HUNDRED and 00/100 ----- Dollars (\$60,700.00), with interest from date at the rate of seventeen and one-half per centum (17.5 %) 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 Eight Hundred Ninety and 47/100 ----- Dollars (\$890.47), commencing on the first day of November, 1981, 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 October, 2011.

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 certain piece, parcel, or lots of land with improvements thereon, or hereafter to be constructed thereon, lying and being on the Southern side of Forestdale Drive, county and state aforesaid, and being known and designated as Lot 52 and a portion of Lot No. 51 as shown on Plat recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book KK, at Page 193, and having according to said Plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southern side of Forestdale Drive, joint front corner of Lot Nos. 52 and 53, and running thence in an Easterly direction along the Southern side of Forestdale Drive S. 85-29 E., 105.0 feet to an iron pin; thence S. 4-31 W., 193.3 feet to an iron pin; thence N. 85-45 W., 105.0 feet to an old iron pin at the joint rear corner of Lot Nos. 52 and 53; thence N. 4-31 E., 193.9 feet along the common line of said Lots to the point of BEGINNING.

DERIVATION: This being the same property conveyed to the Mortgagor herein by Deed of L. H. Tankersley, et. al., said deed being recorded on April 4, 1980 in the R.M.C. Office for Greenville County, S.C., in Deed Book 1123, at Page 441, and a portion of Lot 51 being conveyed to the Mortgagor herein on December 23, 1980, by Deed of Dian F. Hannon, said Deed being recorded on December 29, 1980 in the R.M.C. Office for Greenville County, S. C., in Deed Book 1139, at Page 675.

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.

RECORDED
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