

FILED
GREENVILLE CO. S.C.
SEP 17 10 38 AM '82
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

BOOK 1580 PAGE 738

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:

LAW OFFICES OF THOMAS C. BRISSEY, P.A.

TO ALL WHOM THESE PRESENTS MAY CONCERN: F.G. Hathaway

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

WHEREAS, the Mortgagor is well and truly indebted unto Charter Mortgage Company

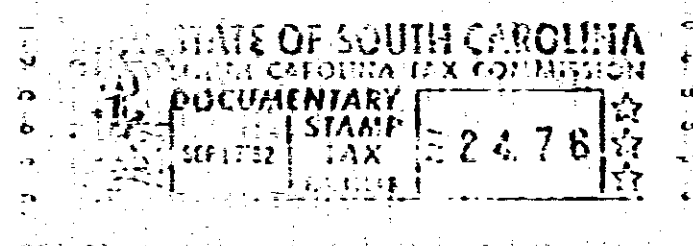
, a corporation organized and existing under the laws of the State of Florida, hereinafter called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of Sixty One Thousand Eight Hundred Fifty and No/100 Dollars (\$ 61,850.00), with interest from date at the rate of fourteen per centum (14 %) per annum until paid, said principal and interest being payable at the office of Charter Mortgage Company, P.O. Box 2259 in Jacksonville, Florida 32232

or at such other place as the holder of the note may designate in writing, in monthly installments of Seven Hundred Thirty Two and 92/100 Dollars (\$ 732.92), commencing on the first day of November, 19 82, 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, 2012

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 lot of land in the County of Greenville, State of South Carolina, situate, lying and being on the southeastern side of Fairmont Avenue and being a part of Lot 79 and part of Lot 78 of the Brookforest Subdivision, and being more recently shown on plat entitled "Property of F.G. Hathaway" prepared by Jones Engineering Service dated September 10, 1982 and recorded in Plat Book 9-6 at page 5 on September 17, 1982 in the RMC Office for Greenville County.

This being the same property conveyed to Mortgagor by deed of Distinctive Homes, Inc, of even date, to be recorded herewith.



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.

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