

MORTGAGE

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

FILED
GREENVILLE S.C.

STATE OF SOUTH CAROLINA, }
COUNTY OF GREENVILLE }
JAN 12 12 08 PM '83
SS: [Signature]
R.M.C. [Signature]

TO ALL WHOM THESE PRESENTS MAY CONCERN: Benjamin C. Burton, Jr. and Carol C. Burton of Greenville County, 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 and no/100-----Dollars (\$ 60,000.00),

with interest from date at the rate of eleven and one-half per centum (11½ %) 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 Seven Hundred and 91/100----- Dollars (\$ 700.91), commencing on the first day of February, 1983, 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 January, 1998.

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 tract of land situate, lying and being in the State of South Carolina, County of Greenville, Austin Township, on the southwestern side of Bethany Road, being shown and designated on a plat entitled "Survey for Benjamin C. Burton, Jr., Carol C. Burton" prepared by Freeland & Associates, dated November 18, 1982, and recorded in the RMC Office for Greenville County in Plat Book 9-H, at page 73, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point, said point being an iron pin, approximately 355.50 feet from Bethany Road and running S.2-24W., 278.04 feet to an iron pin; thence turning and running S.62-39W., 234.50 feet to an iron pin; thence turning and running N. 0-37W., 208.00 feet to an iron pin; thence turning and running N.51-22E., 284.40 feet to an iron pin, the point of beginning; and containing approximately 1.18 acres, more or less.

ALSO: All that piece, parcel or strip of land situate, lying and being in the State of South Carolina, County of Greenville, Austin Township, on the southwestern side of Bethany Road, adjacent to the above property, and being shown and designated as a 20 foot easement on the plat above referenced, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at a point in the center of Bethany Road, said point being approximately 1553 feet, more or less, from the intersection of Bethany Road and Georgia Road, and running S.54-44E., 20.82 feet to a point; thence turning and running S.51-22W., 378.72 feet to a point; thence turning and running with the line of property conveyed hereinabove, (continued on back)

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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