SOMPATEOR COUTH CAROLINA, COUNTY OF GREENVILLE

## MORTGAGE

with a attraces insured under th meen to four-family provisings of

TO ALL WHOM THESE PRESENTS MAY CONCERN:

T. RANDY SMITH and CAROL A. SMITH

Greenville, South Carolina

, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto

## CHARTER MORTGAGE COMPANY

, a corporation , hereinafter

Florida organized and existing under the laws of 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 One Thousand Eight Hundred and no/100

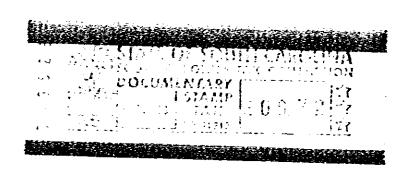
Dollars (\$ 21,800.00

%) 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 Company in Jacksonville, Florida 32207 P.O. Box 10316 or at such other place as the holder of the note may designate in writing, in monthly installments of Two Hundred Sixteen and 04/100 -----Dollars (\$ 216.04 . 1980, and on the first day of each month thereafter until the princommencing on the first day of April cipal 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 March 2010

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 with all buildings and improvements thereon, situate, lying and being on the northeastern side of Virginia Avenue, in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 64, on Section AA, of HIGHLAND Subdivision on a plat thereof made by W.D. Neves, Surveyor, recorded April 15, 1914 in the RMC Office for Greenville County, S.C. in Plat Book "C", at Page 146, reference to which is hereby craved for metes and bounds thereof.

Being the same property conveyed to T. Randy Smith and Carol A. Smith by deed of Michael J. Sizemore and Alice Faye Sizemore 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 tents, 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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HUD-92175M (1-79)

Replaces Form FHA-2175M, which is Obsolete

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