REENVILLE CO.S. U. AUG 14 4 31 PH '80 BONNIE S. TANKERSLEY

## **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

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Carolyn Faye Smith Parks Greenville, South Carolina

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

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

, 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 nine thousand seven hundred and 00/100 -----), \_\_\_\_\_Dollars (\$ 29.700.00

%) with interest from date at the rate of Eleven and one-half 11.50 per centum ( per annum until paid, said principal and interest being payable at the office of Charter Hortgage Company in Jacksonville, Florida

or at such other place as the holder of the note may designate in writing, in monthly installments of Two hundred ninety four 294.33 October . 1980 , and on the first day of each month thereafter until the princommencing on the first day of 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 September, 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 scaling 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 situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 341 and part of Lot No. 342, Pleasant Valley, as per plat thereof recorded in the RMC Office for Greenville County in Plat Book BB at Page 163, and having, according to a recent plat made by R. W. Dalton, Engineer, November 21, 1956, the following metes and bounds, to wit:

Beginning at an iron pin on the Northwest intersection of Panama Avenue and Pacific Avenue, and running thence along Panara Avenue, N. 0-08 W. 160 feet to an iron pin; thence S. 89-52 W. 90 feet to an iron pin; thence S. 0-08 E. 160 feet to an iron pin on the North side of Pacific Avenue; thence along the North side of Pacific Avenue, N. 89-52 E. 90 feet to an iron pin, the point of beginning.

This is the same property conveyed to the mortgagor herein by deed of Harold Clinton Huff dated August 14, 1980 and recorded in the RMC Office of Greenville County in Deed Book 131 at Page 201.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or apportaining, 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 bereafter attached to or used in correction 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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