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** 

HM 23 2 46 PH 182 EARLER SLEY DON!

TO ALL WHOM THESE PRESENTS MAY CONCERN:

BARRY W. BENSON, SR. and RITA M. BENSON

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 , hereinafter organized and existing under the laws of Florida 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 FORTY-EIGHT THOUSAND FIVE HUNDRED-FIFTY and no/100-Dollars (\$ 48,550.00

%) per centum ( 15 1/2 with interest from date at the rate of fifteen and one-half per annum until paid, said principal and interest being payable at the office of Charter Mortgage Company in Jacksonville, Florida 32232 Post Office Box 2259
or at such other place as the holder of the note may designate in writing, in monthly installments of Six Hundred Thirty-Three and 58/100-----commencing on the first day of on the first day of June, 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 piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 8 on a Plat entitled "Property of Greenville Motor Boat Club, Inc." prepared by Dalton & Neves Engineers, dated August 1949, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book Y, Page 21, reference to which is hereby craved for the metes and bounds thereof.

The above described property is the same property conveyed to the Mortgagors herein by deed of Smith & Steele Builders, Inc., dated May 21, 1982, to be recorded herewith.

RAY25'82 TAX

Ungether 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  $\infty$  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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