

RECORDED
JUL 16 4 05 PM '79
TAMMERSLEY
R.H.C.

414 210

MORTGAGE

This mortgage is made in accordance with the provisions of the National Housing Act.

STATE OF SOUTH CAROLINA }
COUNTY OF Greenville }

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Herbert E. Williams, Jr. and Terri V. Williams
of Greenville, 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 Forty Two Thousand Dollars (\$ 42,000.00).

with interest from date at the rate of ten per centum (10 %) 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 Two Hundred Eighty and 16/100 Dollars (\$ 280.16), commencing on the first day of September, 19 79, 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 August, 2009.

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: being known and designated as Lot 152, Havelock Drive, Peppertree Sub-division, Section #2, as shown on a plat dated June 16, 1972, recorded in Plat Book 4-R, Page 19, as revised by plat recorded in Plat Book 4-X, Page 3, in the R.M.C. Office for Greenville County, South Carolina. Said lot fronts 80.0 feet on the southwestern side of Havelock Drive; runs back to a depth of 170.4 feet on the eastern side and runs back to a depth of 138.2 feet on the western side and is 101.3 feet across the rear.

This is the same property conveyed to the Mortgagors by deed of Barry A. Harms and Elizabeth A. Harms recorded in the R.M.C. Office for Greenville County in Deed Book 1109, Page 139 on the 20th day of July, 1979.

Deferred interest shall be added to the principal balance monthly. The maximum aggregate amount by which said deferred interest shall increase the principal is \$2,321.10.

SCHEDULE A

\$280.16 during the 1st note year	\$348.04 during the 4th note year
\$301.17 during the 2nd note year	\$374.14 during the 5th note year
\$323.75 during the 3rd note year	\$402.20 during the 6th note year and thereafter.

The Mortgagors covenant and agree so long as this mortgage and the said note secured hereby are insured under the National Housing Act, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgage property on the basis of race, color, creed. Upon any violation of this undertaking, the mortgagee may, at its option, declare the unpaid balance of the mortgage immediately due and payable."

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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