

MORTGAGE

1979
This instrument is a mortgage and is subject to the provisions of the National Housing Act.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

FILED
GREENVILLE S.C.

AUG 24 PM '79

TO ALL WHOM THESE PRESENTS MAY CONCERN:

JAMES S. RUTH and M. ALBATH G. RUTH

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

organized and existing under the laws of **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-Eight Thousand Six Hundred and No/100** Dollars (\$ **48,600.00**),

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 **Three Hundred Twenty-Four and 18/100** Dollars (\$ **324.18**) commencing on the first day of **October**, 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 **September, 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:

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as Lot No. 414 on a plat of "Revision of Lot 414, Del Norte Estates, Section 5", recorded in Plat Book 5G at page 53 and a more recent plat of "Property of James S. Ruth and M. Aleath G. Ruth", dated August 2, 1979, prepared by Freeland & Associates, recorded in the RMC Office for Greenville County in Plat Book 7-M, Page 23 and having, according to the more recent plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the western side of Bransfield Road, joint front corner of Lots #413 and #414 and running thence S 87-38 W 143.4 feet to an iron pin; thence turning and running along the rear line of Lot No. 414, N 8-23 E 136.2 feet to an iron pin; thence turning and running along Bransfield Road, S 75-26 E 100.7 feet to an iron pin; thence continuing with Bransfield Road, in a curve, S 43-33 E 36.7 feet to an iron pin; thence still with said Bransfield Road, S 0-28 E 76.8 feet to an iron pin, being the point of beginning.

Thomas M. Spencer & Lona D. Spencer, recorded August 6, 1979, in book 1108, page 664

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP

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.