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STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE

GREENVILLE CO. S. C.
OCT 23 4 49 PM '79
DONNIE S. TANKERSLEY
R.H.C.

FILED MORTGAGE

14-0-214
This form is used in connection with mortgages insured under the new 10-year family provisions of the National Housing Act.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

James Lee Drake and Lynell B. Drake
Greenville, South Carolina

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

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

organized and existing under the laws of Florida, a corporation
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 **Thirty Thousand Eight Hundred Fifty Dollars (\$ 30,850.00)**, hereinafter

with interest from date at the rate of **ten and one-half** per centum (**10.50** %)
per annum until paid, said principal and interest being payable at the office of **Charter Mortgage Company,**
Post Office Box 10316 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**
Two and 28/100ths Dollars (\$ **282.28**)
commencing on the first day of **December**, 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 **November, 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 on the northeastern side of Woodmont Circle near the City of Greenville, County of Greenville, State of South Carolina and being known and designated as Lot No. 24, Block C, as shown on a plat of Brook Forest, prepared by Piedmont Engineering Service, dated August, 1950, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book BB, at Page 41 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of Woodmont Circle at the joint front corner of Lots Nos. 23 and 24, Block C, and running thence with the line of Lot No. 23, N. 55-42 E. 175 feet to an iron pin; thence with the rear line of Lot No. 8, S. 34-18 E. 70 feet to an iron pin at the joint rear corner of Lots Nos. 24 and 25; thence with the line of Lot No. 25, S. 55-42 W. 175 feet to an iron pin on the northeast side of Woodmont Circle; thence with the northeastern side of Woodmont Circle, N. 34-18 W. 70 feet to the point of beginning.

This is the identical property conveyed to the Mortgagors herein by deed from Roy C. Jolly and Reba T. Jolly of even date to be recorded herewith in the RMC Office for Greenville County.

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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