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OF  
11 25 AM '80  
GREENVILLE  
SHERSLEY  
STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

# MORTGAGE

BOOK 1503 PAGE 273

This form is used in connection with mortgages insured under the one-to-four-family provisions of the National Housing Act.

TO ALL WHOM THESE PRESENTS MAY CONCERN: That We, James R. Loughner and Beverly Z. Loughner

of  
108 Seedleaf Court, Simpsonville, 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 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  
Thirty-seven Thousand Eight Hundred and no/100 ---- Dollars (\$ 37,800.00 ).

with interest from date at the rate of Eleven and one-half per centum ( 11½ %) per annum until paid, said principal and interest being payable at the office of Charter Mortgage Company, in Jacksonville, Florida 32207  
P. O. Box 10316 or at such other place as the holder of the note may designate in writing, in monthly installments of  
Three Hundred Seventy-four and 60/100 Dollars (\$ 374.60 ).  
commencing on the first day of July, 19 80, 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 June, 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 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 in the Town of Simpsonville, Austin Township, being known and designated as Lot 634, Westwood Subdivision, Section 6, Sheet 1 of 2, made by Piedmont Engineers and Architects and recorded in the RMC Office of Greenville County, South Carolina, in Plat Book 4-X, at Page 100, and being more particularly described according to plat prepared by Robert R. Spearman, Surveyor, dated May 6, 1980 as having the following measurements and boundaries, to-wit:

BEGINNING at a point on the Northeast side of Seedleaf Court at the joint front corner of Lots 634 and 635 and running thence along the common line of said lots North 27-30 East 164.88 feet to a point; thence running along the common line of the herein described lot and Lots 651 and 669 South 22-05 East 152.72 feet to a point; thence running along the common line of the herein described lot and Lot No. 633 South 71-01 West 119.80 feet to a point on the Northeast side of Seedleaf Court; thence running with the curve of Seedleaf Court (the chord being North 30-38 West 39.77 feet) to the beginning point.

This property is subject to any and all easements for rights of ways, utilities, drainage, zoning ordinances affecting the above property as may appear of record and/or on the premises; and specifically to that certain five foot drainage and utility easement running along each side and rear lot lines; and, subject to those certain restrictions as are shown in the office of the R.M.C. of Greenville County, S. C. in Book 1013, at Page 61.

This is the identical tract of land conveyed to Mortgagors herein this date from Jack D. Eddy and Janet M. Bouressa and being recorded simultaneously herewith in Book 1125, at Page 965, in the office of the R.M.C. of Greenville County, South Carolina.

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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