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SOUTH CAROLINA FHA FORM NO. 2175M (Rev. September 1976)

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## MORTGAGE

F) FD 5. C.

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

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: we, Thomas C. Him and Ola Mae Hill.

of

Greenville, South Carolina

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

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

1.6.6

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, with the buildings and improvements thereon, situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 112 on plat of property of Glenn Grove Park recorded in the R.M.C. Office for Greenville County in Plat Book F, at Page 233, and having, according to a survey thereof made by R. E. Dalton, Engineer, April 19, 1941, and a more recent survey by Carolina Surveying Co., on August 29, 1979, having the following metes and bounds, courses and distances, to-wit:

BEGINNING at an iron pin on the southern side of Monticello Avenue, the joint corner of Lots Nos. Ill and Il2 and running thence along the south side of Monticello Avenue S. 62-42 E. 50 feet to an iron pin joint corner of Lots Nos. Il2 and Il3; thence along the joint line of said lots, S. 27-18 W. 150 feet to an iron pin rear joint corner of said lots; thence N. 62-42 W. 50 feet to an iron pin, rear joint corner of Lots. Nos. Ill and Il2; thence along the joint line of said lots, N. 27-18 E. 150 feet to the point of beginning.

THIS being the same property conveyed to the mortgagors by deed of Frankie L. Cheek and Annie Mae L. Hinton on August 31, 1979, and recorded in the R.M.C. Office for Greenville County in Deed Book 1110, at Page 1911.

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 and interest on the indebtedness evidenced by the said note, at the times and in the manner therein 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, honever, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

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- Property Contract

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