GREENVILLED CO.S.C.

SEP 4 11 56 AM '81

MORTGAGE

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

SEP TANKERSLEY

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

MORTGAGEE'S ADDRESS:
24 West Forsyth Street
Jacksonville, Florida 32232

TO ALL WHOM THESE PRESENTS MAY CONCERN:

TIMOTHY K. HOWARD and GILDA N. HOWARD

of

Greenville, South Carolina

, 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 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 THIRTY-TWO THOUSAND SIX HUNDRED and No/100ths----- Dollars (\$ 32,600.00),

cipal 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, 2011.

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, bar-

gained, 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 all buildings and improvements situate, lying and being on the northeastern side of Alice Farr Drive, in Greenville County, South Carolina, being shown and designated as Lot No. 42 on a plat of SECTION 1 and SECTION 2 of WESTERN HILLS SUBDIVISION, made by Jones & Sutherland, Engineers, dated August, 1959, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book QQ, pages 98 and 99, reference to which is hereby crayed for the metes and bounds, thereof.

This is the identical property conveyed to the Mortgagors herein by deed of Frank P. McGowan, Jr., as Master in Equity for Greenville County, South Carolina, recorded on March 12, 1981, in Deed Book 1144, Page 231.

DOCUMENTARY
STAMP
TAX
PERTINS

PRESTRIB

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 highting 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.

HUD-92175M (1-79)

;) ;--;

SH