VCI 1476 FAIR 143

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STATE OF SOUTH CAROLINA, COUNTY OF Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN: Fred L. Chambers, Jr. and Judy Ann Chambers

Greenville, S. C.

, 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-three thousand two hundred fifty and No/100ths ______ Dollars (\$ 33,250.00

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 Two hundred ninety-. 19 79, and on the first day of each month thereafter until the princommencing on the first day of October 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, 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 piece, parcel or lot of land, with all improvements thereon or hereafter constructed, situate, lying and being in Austin Township, being shown and designated as Lot No. 561, Section VI of Westwood Subdivision, as shown on plat thereof recorded in Plat Book 4X at Page 100 in the RMC Office for Greenville County, and being described more particularly, according to said plat, to-wit:

BEGINNING at an iron pin on Yellow Wood Drive at the joint front corners of Lots 561 and 562 and running thence with the common line of said lots, N. 89-56 W. 140.7 feet to an iron pin at the rear of said lots; thence along the rear line of Lot 561 N. 10-36 E. 138.9 feet to an iron pin, the rear corner of Lots 561 and 560; thence with the common line of said lots S. 67-57 E. 142.87 feet to an iron pin on Yellow Wood Drive; thence with said drive S. 16-14 W. 37.7 feet and S. 08-12 W. 47.3 feet to the point of beginning.

DERIVATION: Deed of William Ed Johnson and Sheila C. Johnson, recorded August 6, 1979 in the RMC Office for Greenville County in Deed at Page 🐨

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.

HUD-92175M (1-79)