MORTGAGE

WITH DEFERRED INTEREST AND INCREASING MONTHLY **INSTALLMENTS** STATE OF SOUTH CAROLINA, · 10 M '79 COUNTY OF Greenville

of the is a section. with his times on our test it of turning the grown the Natz nal H. weny Act.

FHA 461:167803 CHARTER MORTGAGE COMPANY LOAN NO. 701282

TO ALL WHOM THESE PRESENTS MAY CONCERN:

That we, ANTHONY J. SUMMERS

and MARJORIE B. SUMMERS Greenville, South Carolina

, hereinafter called the Mortgagor, send(s) greetings;

WHEREAS, the Mortgagor is well and truly indebted unto

CHARTER MORTGAGE COMPANY

Drive, and has 120.0 feet across the rear.

, a corporation , hereinafter organized and existing under the laws of the State of Florida 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-FIVE THOUSAND NINE HUNDRED 35,900.00), Dollars (\$

多) per centum (with interest from date at the rate of Ten and one-half per annum until paid, said principal and interest being payable at the office of CHARTER MORTGAGE COMPANY P. O. Box 10316 Jacksonville, Florida 32207 or at such other place as the holder of the note may designate in writing, in monthly installments of

Dollars (\$ ACCORDING TO SCHEDULE A OF SAID NOTE , 19 79, and on the first day of each month thereafter until the princommencing on the first day of December 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 November, 2009

NOW, KNOW ALL MFN. 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, hargained, 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: being shown and designated as Lot 153 on a Plat of Section 1, BELLE MEADE, recorded in the RMC Office for Greenville County in PLat Book EE, at Page 117. Said lot fronts an aggregate of 131.5 feet on the eastern side of West Dorchester Blvd.; runs back to a depth of 140.4 feet on its northern boundary; runs back to a depth of 101.0 feet along Pine Creek

This is the same property conveyed to the Mortgagors herein by deed of Alvin E. Taylor and Patricia L. Taylor, dated October 19, 1979, to be recorded simultaneously herewith.

"The Mortgagor covenants and agree that so long as this mortgage and the said note secured hereby are insured under the National Housing Act, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgage property on the basis of race, color, or creed. Upon any violation of this undertaking, the mortgagee may, at its option, declare the unpaid balance of the mortgage immediately due and payable."

DEFERRAL OF INTEREST MAY INCREASE THE PRINCIPAL BALANCE TO \$39,082.72.

I spether with all and singular the rights, manchers, here fit an east, and appointed ances to the same help a right of any way moderate or apportaming, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plombing, and lighting fixtures and equipment now or hereafter attached to or used in cornection 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 served of the premises herematione 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 heris and encumbrances whatsoever. The Morteagor further covenants to warrant and forever defend all and singular the premises unto the Morteagoe forever, from and against the Mortgagor and all persons whomsoever lawfully clauming the same or any part thereof.

The Morteagor covenants and agrees as follows:

I 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 the or to re monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity for to hid, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepay ment

HUD 92175M (1.79)

market service resulting designation

Replaces Form FHA-2175M, which is Obsolete