## **MORTGAGE**

800x 1492 FAGE 460

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:

David E. Hensley and Jennie B. Hensley

of

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

WHEREAS, the Mortgagor is well and truly indebted unto

Charter Mortgage Company

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, on the northern side of Vine Street, being known and designated as Lot 3, on plat of property of Ethel Y. Perry Estate, prepared by W. J. Riddle, RLS, dated July, 1948, and recorded in the RMC Office for Greenville County in Plat Book U at Page 121, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the northern side of Vine Street (formerly McCall Street) at the joint front corner of Lots No. 3 and 2 and running thence N. 33-17 E. 110 feet; thence S. 56-48 E. 60 feet to the joint rear corner of Lots 3 and 4; thence S. 33-17 W. 110 feet to the front corner of Lot No. 3; thence running along said Vine Street N. 56-48 W. 60 feet to the front corner of said lot, the point of beginning.

perivation: Deed of Marion C. Parham, Jr., executed January 1, 1980 and recorded January 3, 1980 in the RMC Office for Greenville County in Mortgage Book  $\frac{118}{6}$  at Page  $\frac{355}{6}$ .

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 Mortgagoe 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)

Replaces Form FHA-2175M, which is Obsolete