DONNE S. TANKERSLE

Har 18 12 52 PH '81

DONNER BLEANKERSLEY

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

STATE OF SOUTH CAROLINA, COUNTY OF Greenville

RMC

20011541 FASE 477

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Donald F. Waggoner

Greenville, South Carolina

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

WHEREAS, the Mortgagor is well and truly indebted unto

Charter Mortgage Company

, a corporation The State of Florida , hereinaster organized and existing under the laws of 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

Forty eight thousand eight hundred fifty and no/00

Dollars (\$ 48,850.00 -----

per centum ( 15.5

Fifteen and one-half with interest from date at the rate of per annum until paid, said principal and interest being payable at the office of

Jacksonville, Florida Charter Mortgage Company or at such other place as the holder of the note may designate in writing, in monthly installments of

Six hundred thirty-seven and 49/00 ----- Dollars (\$ 637.49 ----- ), , 19 81, and on the first day of each month thereafter until the princommencing on the first day of July cipal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable , 2011. on the first day of June

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 situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as Lot 94 on plat of Brentwood, Section III, recorded in the RMC Office for Greenville County in Plat Book 5D at page 42; and by a more recent plat of "Property of Donald F. Waggoner," prepared by Freeland and Associates on May 11, 1981 and recorded in the RMC Office for Greenville County in Plat Book 40 at page 5; and having, according to the more recent plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the easterly side of Dorian Drive, said point being approximately 360.9 feet from Brentwood Way, and running thence along the common line of Lots 95 and 94, N. 67-02 E. 150.0 feet to an iron pin; thence turning and running S. 29-20 E. 75.0 feet to an iron pin; thence turning and running S. 54-14 W. 155.65 feet to an iron pin on Dorian Drive; thence turning and running along said DRive N. 26-24 W. 109.28 feet to the point of BEGINNING.

This is the identical property conveyed to the mortgagor by deed of Sunbelt Properties, Inc., to be recorded of even date herewith.

SI SOUTH CAPOLINA

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)

Replaces Form FHA-2175M, which is Obsolete

**81**7%  $\omega$