## **MORTGAGE**

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

STATE OF SOUTH GAROLINAY SS

TO ALL WHOM THESE PRESENTS MAY CONCERN:

We, Michael E. Freeman and Vickie W. H. Freeman,

Greenville, South Carolina

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

WHEREAS, the Mortgagor is well and truly indebted unto Charter Mortgage Company

with interest from date at the rate of fifteen and one-half per centum (15.5 %) per annum until paid, said principal and interest being payable at the office of Charter Mortgage Company in Jacksonville, Florida

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 (S3) 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 County of Greenville, State of South Carolina, on the northern side of Westcliffe Way and being known and designated as Lot 113, Section 2 of Westcliffe Subdivision, as shown on plat thereof recorded in the R.M.C. Office for Greenville County in Plat Book JJJ at Pages 72 through 75, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Westcliffe Way at the joint front corner of Lots 112 and 113 and running thence along the joint line of said lots N. 9-00 W. 190 feet to an iron pin; thence S. 75-48 W. 110.4 feet to an iron pin; thence along the joint line of Lots 113 and 114, S. 9-00 E. 180 feet to an iron pin on the northern side of Westcliffe Way; thence along the northern side of Westcliffe Way N. 81-00 E. 110 feet to the point of beginning.

This being the same property conveyed to the Nortgagors herein by deed of Harvey C. Baynard and Charles O. Baynard dated June 5, 1981, and recorded in the R.M.C. Office for Greenville County in Deed Book 1149 at Page 490.

SUMMENTARY STANFORM S

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)