## **MORTGAGE**

art. 1498 #43#321

with martinages, insured under the one- to four-tamily provided of the National Housing Act

CMC Loan No. 701862 FHA 461-172518-265

5 2 3 31 PH '80 STATEOF SOUTH CAROLISA. COUNTY OF GREENVILLE

That we, STEPHEN W. GREGORY TO ALL WHOM THESE PRESENTS MAY CONCERN: and NANETTE S. GREGORY

Greenville, South Carolina , hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto

## CHARTER MORTGAGE COMPANY

, a corporation

. h inafter 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-FOUR THOUSAND FIVE HUNDRED

), with interest from date at the rate Dollars (\$ 34,500.00 (a) per annum until paid, said principal per centum ( 13

Thirteen and interest being payable at the office of

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CHARTER MORTGAGE COMPANY Jacksonville, Florida

in P. O. Box 10316 or at such other place as the holder of the note may designate in writing, in monthly installments of

381.92 THREE HUNDRED EIGHTY-ONE and 92/100 Dollars (\$ ), . 19 80 and on the first day of each month thereafter until commencing on the first day of May the principal 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 April, 2010

NOV, KNOV 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: being shown and designated as Lot 59 on a Plat of CHICK SPRINGS, Section 3, recorded in the RMC Office for Gr eenville County in Plat Book UUU, at Page 91, and in Plat Book 4-N, at Page 51. lot fronts an aggregate of 126.65 feet on Kerry Court; runs back to a depth of 162.92 feet on its northern boundary; runs back to a depth of 144.3 feet on its southern boundary, and has 115.0 feet across the rear.

This is the same property conveyed to the Mortgagors herein by deed of Ashwood, Inc., dated March 18, 1980, to be recorded simultaneously herewith.

"The Mortgagor covenants and agree 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."

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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 and interest on the indebtedness evidenced by the said note, at the times and in the manner therein 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.

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