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MORTGAGE

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STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

Mar. 5 4 39 PH '8

TO ALL WHOM THESE PRESENTS MAY CONCERN:

HAROLD GENE DAVIS AND TERESA GAY DAVIS

GREENVILLE, SOUTH CAROLINA

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

WHEREAS, the Mortgagor is well and truly indebted unto

CHARTER MORTGAGE COMPANY

, a corporation organized and existing under the laws of THE STATE OF FLORIDA , hereinafter 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 TWENTY EIGHT THOUSAND FIFTY DOLLARS AND NO/100------Dollars (\$ ---28,050.00-----),

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 with all improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, on the northern side of Crofton Drive, abd being known and designated as Lot No.75, according to a plat of Idlewood Subdivision recorded in the Greenville County R.M.C. Office in Plat Book 4N, at Pages 54 and 55, with reference to said plat being hereby craved for the complete metes and bounds description of said lot.

THIS is the same property conveyed to the mortgagors herein by deed of Samuel R. Pierce, Jr., Secretary of Housing and Urban Development, dated February 23, and recorded March 9, 1981, in the R.M.C. Office for Greenville County in Deed Book 1143, at Page 333.

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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 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 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 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 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 the same belonging or in any way incident or appearance or appearance

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)