MORTGAGE

800h 1504 PAGE 161

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

, a corporation

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE SS:

TO ALL WHOM THESE PRESENTS MAY CONCERN:

ON THE COUNTY OF GREENVILLE SS:

ON THE

Jose Alvarez Greenville, South Carolina

June, 2010.

on the first day of

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

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

, hereinafter organized and existing under the laws 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 one thousand one hundred and 00/100

Thirty one thousand one hundred and 00/100 ---Dollars (\$ 31,100.00 per centum (11 1/2 with interest from date at the rate of Eleven and one-half %) per annum until paid, said principal and interest being payable at the office of in Jacksonville, Florida Charter Mortgage Company or at such other place as the holder of the note may designate in writing, in monthly installments of Three Hundred Eight -- Dollars (\$ 308.20 and 20/100 -, 19 80 , and on the first day of each month thereafter until the prin-July commencing on the first day of cipal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable

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 County of Greenville, State of South Carolina, and being shown as Lot No. 32 on a plat or map of Superhighway Home Sites, May, 1946, and recorded in the RMC Office of Greenville County in Plat Book "P" at Page 53, and having according to said plat, the following metes and bounds, to wit:

Beginning at a point on the north side of Lee Road at the joint front corners of Lots Nos. 31 and 32, and running thence along the common line of said Lots N. 16-25 W. 172.7 feet to a point; thence along the common line of Lots 32 and 35 N. 87-20 E. 82.35 feet to a point at the joint rear corner of Lots 32 and 33; thence continuing along the common line of said Lots S. 16-25 E. 153.2 feet to a point at the joint front corner of said Lots and Lee Road; continuing thence along Lee Road S. 73-35 W. 80 feet to the point of beginning.

This being the same property conveyed to the mortgagor herein by deed of James L. Soden and Dorothy F. Soden dated the $20 \, \text{th}$ day of $\underline{\text{May}}$, 1980 and recorded in the RMC Office of Greenville County in Deed Book $\underline{\text{Mab}}$ at Page $\underline{535}$.

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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 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)