## **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 CARBLINA,  $\begin{cases} \frac{\mathcal{E}\theta}{88100}, S, c. \end{cases}$ 

TO ALL WHOM THESE PRESENTS MAY CON & RN: Michael N. Filley and Violet D. Filley

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THE PROPERTY OF

THE THE STATE OF T

Greenville County, South Carolina

July,

on the first day of

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

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

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 realestate 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 Town of Simpsonville, County of Greenville, State of South Carolina, at the northwestern corner of the intersection of Shaddock Drive and Brentwood Way and being known and designated as Lot No. 186 on plat of SECTION NO. IV, BRENTWOOD Subdivision, recorded in the RMC Office for Greenville County in Plat Book 5-D at Page 43 and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description.

THIS is the same property as that conveyed to the Mortgagors herein by deed from James Leary Builders, Inc., recorded in the RMC Office for Greenville County of even date herewith.

THE mailing address of the mortgagee herein is P. O. Box 2259, Jacksonville, Florida 32232.

OOCUMENIAR STATE

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 TOHOLD, 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 Mortgagoe 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:

Replaces Form FHA-2175M, which is Obsolete

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.