## **MORTGAGE**

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

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: FREDERICK J. HALL and CYNTHIA J. HALL

Greenville, South Carolina

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

WHEREAS, the Mortgagor is well and truly indebted unto

Charter Mortgage Company Post Office Box 10316 Jacksonville, Florida 32207

, a corporation

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 ),

Twenty-Nine Thousand Four Hundred Fifty

Dollars (\$ 29,450.00

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per centum ( 14 1/2 fourteen and one-half %) with interest from date at the rate of per annum until paid, said principal and interest being payable at the office of Charter Mortgage Company in Jacksonville, Florida

or at such other place as the holder of the note may designate in writing, in monthly installments of Three Hundred Sixty and 76/100 ----- Dollars (\$ 360.76 , 19 81 , and on the first day of each month thereafter until the princommencing on the first day of June cipal 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 May, 2011

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 piece, parcel or lot of land, situate, lying and being on the northern side of North Haven Drive, in the County of Greenville, near the City of Greenville, in the State of South Carolina, being known and designated as Lot No. 51 of Buncombe Park Subdivision, and being shown as the Property of James K. Caldwell and Deborah D. Caldwell on plat recorded in said RMC Office in Plat Book 6-F at page 4, and having such metes and bounds as shown on said latter plat.

This is that property conveyed to Mortgagor by deed of James K. Caldwell and Deborah D. Caldwell dated and filed concurrently herewith.

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 o 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 of 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)

Replaces Form FHA-2175M, which is Obsolete