

P.O. BOX 10316

FILED JACKSONVILLE, FLORIDA

322071455-990

SOUTH CAROLINA
FHA FORM NO. 2175M
(Rev. Sixteenth 1976)

303 20 4 25 MORTGAGE

SERVICED BY CAMPBELL R.M.C.

This form is used in connection with mortgages insured under the new 1-28 adjustable provisions of the National Housing Act.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN: CHERYL D. CLARK

GREENVILLE, SOUTH CAROLINA, 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 **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 **THIRTY-SEVEN THOUSAND FOUR HUNDRED AND NO/100**-----Dollars (\$37,400.00), with interest from date at the rate of **TEN AND ONE-HALF** per centum (**10 1/2** %) per annum until paid, said principal and interest being payable at the office of **CHARTER MORTGAGE COMPANY**, **POST OFFICE BOX 10316** in **JACKSONVILLE, FLORIDA 32207** or at such other place as the holder of the note may designate in writing, in monthly installments of **ACCORDING TO THE SCHEDULE ATTACHED TO SAID NOTE** Dollars (\$), commencing on the first day of **DECEMBER**, 19 **79**, and on the first day of each month thereafter until 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 **NOVEMBER, 2009**.

NOT KNOWN 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:

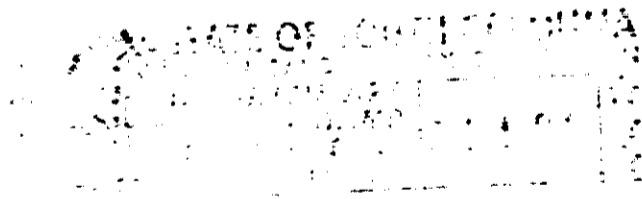
ALL that piece, parcel or lot of land in the County of Greenville, State of South Carolina, on the northern side of Stanley Drive, near the City of Greenville, being shown as Unit 71 on plat of Harbor Town, recorded in the R.M.C. Office for Greenville County in Plat Book 5P, at Pages 13 and 14, and having, according to said plat, the following metes and bounds:

BEGINNING at a point in the line of Unit 70 and thence running N. 38-39 E. 21.4 feet; thence turning and running S. 51-21 E. 68.8 feet; thence turning and running S. 38-39 W. 21.4 feet; thence turning and running N. 51-21 W. 68.8 feet to the point of beginning.

Derivation: Deed Book 1114, Page 356 - Walter James Delahunty and Margaret A. Delahunty

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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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