

SOUTH CAROLINA  
FHA FORM NO. 2125M  
(Rev. September 1976)

GREENVILLE CO. S.C.  
FILED  
NOV 9 4 50 PM '79  
DONNIE R. WATERS

# MORTGAGE

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

Mortgagee's address:  
P.O. Box 10316  
Jacksonville, FLA 32207

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

ROY W. HULEHAN, JR., and PATRICIA S. HULEHAN----- of 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 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 Forty Thousand Three Hundred Fifty and No/100-----Dollars (\$ 40,350.00-----), with interest from date at the rate of Eight -----per centum ( 8-----%) 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 Two Hundred Ninety-Six and 17/100-----Dollars (\$ 296.17-----), commencing on the first day of January, 1980, 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 December-----, 2009.

NOT, 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 State of South Carolina:

ALL THAT certain piece, parcel or lot of land, located, lying and being in the County of Greenville, State of South Carolina, lying on the Southern side of the right-of-way of Vanderbilt Circle, being known and designated as Lot No. 67 on plat entitled "Northside Development Co. - White Oaks Subdivision", prepared by J. D. Pellett, dated August, 1946, and having, according to a more recent plat thereof entitled "Property of Roy W. Hulehan and Patricia S. Hulehan", prepared by Freeland & Associates, dated November 8, 1979, recorded in the Greenville County RYC Office in Plat Book JK at Page 96, the following metes and bounds, to-wit:

BEGINNING at an old iron pin on the Southern side of the right-of-way of Vanderbilt Circle, at the joint front corner of the within lot and Lot No. 68 (said old iron pin being 194 feet, more or less from Holmes Drive) and running thence, along the joint line of said lots S. 12-50 W., 152.72 feet to a new iron pin at the joint rear corner of the within lot and Lot No. 68; thence running N. 70-30 W., 109.16 feet to an old iron pin at the joint rear corner of the within lot and Lot No. 66; thence, running along the joint line of said lots N. 22-09 E., 146.10 feet to an old iron pin at the joint front corner of the within lot and Lot No. 66, on the Southern side of the right-of-way of Vanderbilt Circle; thence, running along said right-of-way S. 74-23 E., 84.84 feet to a point at the joint front corner of the within lot and Lot No. 68, the point and place of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Rodney B. Thomason and Mary Ann Thomason recorded in the Greenville County RYC Office in Deed Book 1115 at Page 366 on the 9th day of November, 1979.

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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