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MORTGAGE

200: 1592 FASE 77:3

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

STATE OF SOUTH CAROLINA(3)
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN Marcus W. Elrod and Jan L. Elrod

Greenville, South Carolina

of

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

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

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 Thirty-One Thousand Three Hundred Fifty and No/100

Dollars (\$ 31,350.00),

with interest from date at the rate of thirteen per centum (13 %) 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 Forty—Seven and 45/100 Dollars (\$ 347.45), commencing on the first day of July .19 80 , 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 June, 2010

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 (S3) 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, or lying and being in the County of Greenville, State of South Carolina, and being known and desiganted as Lot 132 and portions of Lot 131 and 133 on a plat of Country Club Estates, the plat of which is recorded in the R.M.C. Office of Greenville County, South Carolina in Plat Book G at Pages 190 and 191 and according to a more recent survey prepared of said property by Freeland & Associates, May 6, 1980, and which said plat is recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 7-Z at Page 71 and having the following courses and distances, to-wit:

BEGINNING at an old iron pin on the edge of Arcadia Circle and which said point is 160 feet, more or less, east of the intersection of Arcadia Circle and Granada Drive and running thence with the edge of Arcadia Circle, N. 61-19 E. 40.9 feet to a point on edge of said Circle; thence continuing with the edge of said Circle, N. 65-42 E. 50.8 feet to a point on the edge of said Circle; thence, continuing with the edge of said Circle, N. 67-41 E. 10 feet to an old iron pin on the edge of said Circle; thence, S. 16-13 E. 146.5 feet to an old iron pin, joint rear corner of Lot 140; thence running with the common line with Lots 140, 139 and 138, S. 73-42 W. 100.1 feet to an old iron pin; thence, N. 16-16 W. 129.7 feet to an old iron pin on the edge of Arcadia Circle the point of Beginning.

The within property is the identical property conveyed to the mortgagors herein by deed of James W. Wrenn and Marilyn S. Wrenn, by deed of even date herewith and which said deed is being recorded simultaneously with the within instrument.

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 encomber 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:

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.

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Replaces Form FHA-2175M, which is Obsolete

HUD-92175M (1-79)

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