GREENVILLE CO. S. C.

No 15 iû 29 AH '80

DONNIE S. TANKERSLEY STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

MORTGAGE

WITH DEFERRED INTEREST AND INCREASING MONTHLY INSTALLMENTS

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

TO ALL WHOM THESE PRESENTS MAY CONCERN:

James Q. Looney and Shelby J. Looney

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Greenville County, South Carolina

organized and existing under the laws of

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

WHEREAS, the Mortgagor is well and truly indebted unto

Charter Mortgage Company

, a corporation , 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 four thousand nine hundred and 00/100----Dollars (\$ 34,900.00),

per centum (eleven 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

Florida

or at such other place as the holder of the note may designate in writing, in monthly installments of ACCORDING TO THE Dollars (\$ SCHEDULE ATTACHED TO SAID NOTE , 19 80, and on the first day of each month thereafter until the princommencing on the first day of October cipal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable September, 2010. on the first day of

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 piesents 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 Town of Simpsonville, County of Greenville, State of South Carolina, situate, lying and being on the eastern side of Chuckwood Drive and being known and designated as Lot No. 471 on plat of WESTWOOD Subdivision, Section V, recorded in the RMC Office for Greenville County in Plat Book 4-X at page 63, reference being craved to said plat for a more particular metes and bounds description.

This is the same property conveyed to the mortgagor by deed of Harald J. Baugstat and Maureen S. Baugstat dated August 12, 1980 and recorded in the RMC Office for Greenville County in Deed Book \\3\ at page 241 DEFERRAL OF INTEREST MAY INCREASE THE PRINCIPAL BALANCE TO \$37,441.58 The mortgagee's address is: PO Box 2259, Jacksonville, Florida 32232

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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 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 foreser. 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 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 Bof an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

. HUD 92175M (1279)

Replaces Form FHA-2175M, which is Obsolete