

1001-4587

MORTGAGE

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

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SONNENSHINE BARRERSLEY
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN: We, JAMES W. HALLUMS and CHRISLYN P. HALLUMS

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 ONE THOUSAND, EIGHT HUNDRED and No/100-----] -----Dollars (\$ 41,800.00),

with interest from date at the rate of Thirteen and one-half----- per centum (13.5 %) per annum until paid, said principal and interest being payable at the office of Charter Mortgage Company P. O. Box 2259 in Jacksonville, Florida, 32232 or at such other place as the holder of the note may designate in writing, in monthly installments of FOUR HUNDRED AND SEVENTY NINE and 03/100----- Dollars (\$ 479.03), commencing on the first day of April, 19 81, 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 March, 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: being known and designated as Lot No. 15-B on plat made by C.O. Riddle, R.L.S., February 18, 1970, entitled "Property of Donald E. Baltz", recorded in the RMC Office for Greenville County in Plat Book 4-D at Page 103, and having, according to said plat, and a more recent plat by Freeland & Associates, dated March 6, 1981, entitled "Property of James W. Hallums and Chrislyn P. Hallums", the following metes and bounds, to-wit:

BEGINNING at an iron pin on the west side of Mooremont Avenue, corner of Woodfields Subdivision, and running thence with the west side of Mooremont Avenue, S. 2-55 E. 82.5 feet to an iron pin, corner of Lot No. 15-A; thence with the line of said lot, S. 84-16 W. 174.15 feet to an iron pin; thence N. 2-55 W. 47.7 feet to an iron pin; thence N. 3-23 W. 107.6 feet to an iron pin, corner of Woodfields Subdivision; thence with the line of said subdivision, S. 72-38 E. 126.4 feet to an iron pin; thence continuing S. 72-41 E. 59.6 feet to the beginning corner.

This is the same property conveyed to the mortgagors herein by deed of Duke Power Company, recorded simultaneously herewith.

The mortgagors covenant and agree that so long as this mortgage and the said note secured hereby are insured under the National Housing Act, they will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color or creed. Upon any violation of this undertaking, the mortgagee may, at its option, declare the unpaid balance of the mortgage immediately due and payable.

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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 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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