

MORTGAGE

THIS MORTGAGE is made this 26th day of November, 1975, between the Mortgagor, EDWARD W. HARTLEY (herein "Borrower"), and the Mortgagee, the North Carolina National Bank, a corporation organized and existing under the laws of the United States, whose address is Charlotte, N. C. (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty Eight Thousand Four Hundred and 00/100 Dollars, which indebtedness is evidenced by Borrower's note of even date herewith (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 1, 2005;

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

ALL that lot of land in the county of Greenville, state of South Carolina known and designated as the major portion of Lot No. 53 and a smaller portion of Lot No. 52 on plat of Section II, Brookside Subdivision, recorded in the RMC Office for Greenville County in Plat Book 5-D at page 24 and having according to a recent survey made by R. B. Bruce, RLS, November 25, 1975, the following metes and bounds, to-wit:

Beginning at an iron pin on the northeast side of Stoneybrook Trail, the joint front corner of Lots No. 53 and No. 54; thence with the northeast side of said street, N. 39-25 W. 96 feet to an iron pin; thence with a new line through Lots No. 53 and No. 52, N. 47-44 E. 160.1 feet to an iron pin in the rear line of Lot No. 52; thence S. 39-25 E. 104 feet to an iron pin at the joint rear corner of Lots No. 53 and No. 54; thence with the joint line of said lots, S. 50-35 W. 160 feet to the beginning corner.

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To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate in the event this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

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