SOUTH CAROLINA FAR FORM NO 1975V

MORTGAGE

STATE OF SOUTH CAROLINA. COUNTY OF GREENVILLE

KERRY WAYNE MCGAHA AND LINDA D. TO ALL WHOM THESE PRESENTS MAY CONCERN.

McGAHA, Greenville, South Carolina

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

WHEREAS, the Mortgagor is well and truly indebted unto NORTH CAROLINA NATIONAL BANK

, a corporation , hereinafter organized and existing under the laws of the United States 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 Twenty-six Thousand Five Hundred and), with interest from date at the rate No/100 - - - - - - - - Dollars (\$ 26,500.00 5) per annum until paid, said principal per centum (8 eight NCNB Mortgage Corporation and interest being payable at the office of in Charlotte, North Carolina

or at such other place as the holder of the note may designate in writing, in monthly installments of One Hundred Ninety-four and 51/100 - - - - - - - Dollars (\$ 194.51 7. 1977, and on the first day of each month thereafter until commencing on the first do Mon May 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 April, 2007.

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 Mortragor 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 in the City and County of Greenville, State of South Carolina, situate, lying and being on the west side of Townes Street Extension and the north side of Hillcrest Drive and being known and designated as a portion of Lots 10, 11 and 12, Block H, on a plat of Highland Terrace, recorded in Plat Book E at page 101 in the RMC Office for Greenville County and being further described on a plat of property of Kerry Wayne McGaha and Linda D. McGaha made by Campbell & Clarkson Surveyors and dated March 10, 1977, said plat to be recorded herewith and reference being had to said plat for a more complete metes and bounds description.

The above-described property is the same acquired by the Mortgagors by deed from Waymond E. Burgess and Becky S. Burgess dated March 11, 1977 and recorded on March 11, 1977 in Deed Volume 1052 at page 577, RMC Office for Greenville County, South Carolina.

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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