

Mortgagee's mailing address: P. O. Box 10338, Charlotte, North Carolina 28237

RECORDED
FILED
MAY 14 17 PM '77
CONNIE S. TANKERSLEY
R.H.C.

MORTGAGE

1300 727

THIS MORTGAGE is made this 26th day of May 1977, between the Mortgagor, Charles H. Murphree (herein "Borrower"), and the Mortgagee, NCNB Mortgage South, Inc., a corporation organized and existing under the laws of South Carolina whose address is P. O. Box 10068 Greenville, South Carolina (herein "Lender").

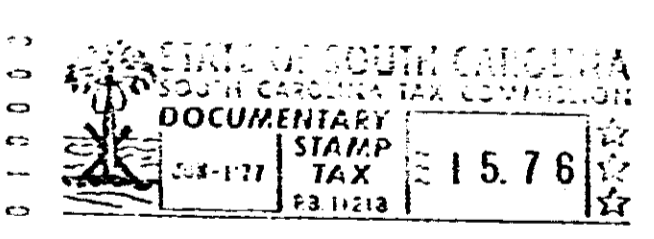
WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty Nine Thousand, Three Hundred Fifty and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated May 26, 1977 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 2007.

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 certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 115 of a subdivision known as Canebrake I as shown on plat thereof prepared by Enwright Associates dated October 3, 1975, and recorded in the RMC Office for Greenville County, South Carolina in Plat Book 5P at Page 28, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Bunker Hill Road joint front corner of Lots 115 and 116 and running thence with the joint line of said Lots S. 32-10 E. 153.38 feet to an iron pin in the line of Lot 129; thence with the line of Lot 129 and continuing with the line of Lot 130 S. 61-00 W. 50 feet to an iron pin; joint rear corner of Lots 114 and 115 thence with the joint line of said Lots N. 55-57 W. 148.20 feet to an iron pin on the southeastern side of Bunker Hill Road; thence with said road in a northeasterly direction, an arc distance of 95.58 feet (having a radius distances of 249.29 feet) to an iron pin; thence continuing with the southeastern side of Bunker Hill Road N. 59-27 E. 16 feet to the joint front corner of Lots 115 and 116, the point of BEGINNING. This being the same property conveyed to the mortgagor by deed of J. A. Bolen, as Trustee for James W. Vaughn and J. A. Bolen, and College Properties, Inc., trading as Batesville Property Associates, a joint venture, to be recorded herewith.

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which has the address of Lot 115, Bunker Hill Road Greenville South Carolina (herein "Property Address");

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 if 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 declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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