VA Form 26—6133 (Home Loan) Revised September 1975. Use Optional. Section 1819, Title 35 U.S.C. Acceptable to Federal National Mortrage SOUTH CAROLINA

50 1404 at 284

MORTGAGE

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

WHEREAS:

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Johnny Mitchell Clary and Donnie Fisher Clary
Greenville, South Carolina , hereinafter calle

, hereinafter called the Mortgagor, is indebted to

NCNB Mortgage South, Inc. , a corporation , hereinafter organized and existing under the laws of South Carolina called 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 Thousand and No/100-----), with interest from date at the rate of ----- Dollars (\$ 40,000.00 Eight and one-half per centum (8 1/2%) per annum until paid, said principal and interest being payable at the office of NCNB Mortgage Corporation , or at such other place as the holder of the note may in Charlotte, North Carolina designate in writing delivered or mailed to the Mortgagor, in monthly installments of ----Three Hundred), commencing on the first day of , 19 77, and continuing 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 August **,** 2007 ·

Now, Know All Men, that 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, assigned, and released, and by these presents does grant, bargain, sell, assign, and release unto the Mortgagee, its successors and assigns, the following-described property situated in the county of Greenville,

State of South Carolina;

ALL that certain piece, parcel or lot of land located in the County of Greenville, State of South Carolina as is more fully shown on a plat entitled "Property of Donnie Fisher Clary" prepared by Wolfe & Huskey, Inc., Engineering and Surveying, Lyman, S.C. dated January 20, 1976 and recorded in the R.M.C. Office for Greenville County in Plat Book 5 U, page 31 and also shown on a plat entitled "Johnny Mitchell Clary and Donnie Fisher Clary" dated July 13, 1977 prepared by Carolina Surveying Company and having according to the first mentioned plat the following metes and bounds to-wit:

BEGINNING at a nail and cap in the center of Gap Creek Road located 1123.50 feet more or less from the intersection of Gap Creek Road and South Carolina Highway S 135 and running thence with the center of Gap Creek Road N 88-07 E 124 feet to an old nail and cap thence continuing with the center of Gap Creek Road S 85-26 E 66 feet to an old nail and cap in the center of Gap Creek Road at the corner of property of C.H. Wilson running thence with the property C.H. Wilson passing an old iron pin 22 feet from the center of Gap Creek Road, S 15-16 W 235.1 feet to an old iron pin running thence N 89-38 W 189.7 feet to an old iron pin running thence N 15-16 E 235.1 feet, passing an old iron pin 22 feet from the center of Gap Creek Road to the point of beginning.

This being the same property conveyed unto the Mortgagor by deed from Donnie Fisher Clary of even date, to be recorded herewith and also deed from C. H. Wilson dated February 9, 1976 and recorded in the RMC Office for Greenville County on June 15, 1976, in Deed Volume 1037 at Page 984.

Together with all and singular the improvements thereon and the rights, members, hereditaments, and appurtenances to the same belonging or in anywise appertaining; all the rents, issues, and profits thereof (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are and shall be deemed to be, fixtures and a part of the realty and are a portion of the security for the indebtedness herein mentioned;

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