

**MORTGAGE**

This form is used in connection with mortgages insured under the one-to-four-family provisions of the National Housing Act.

1401 78

STATE OF SOUTH CAROLINA,  
COUNTY OF Greenville } ss:

1404 680

TO ALL WHOM THESE PRESENTS MAY CONCERN: Marvin E. Hogue and Brenda K. Hogue,

Greenville, South Carolina, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto North Carolina National Bank

organized and existing under the laws of the United States of America, a corporation, 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 Twenty Three Thousand Six Hundred Fifty and NO/100----- Dollars (\$ 23,650.00 ), with interest from date at the rate of eight and one-half per centum ( 8 1/2 %) per annum until paid, said principal and interest being payable at the office of North Carolina National Bank P. O. Box 10338 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 Eighty-One and 87/100----- Dollars (\$ 181.87 ), commencing on the first day of August 19 77, 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 July, 2007

*B.K. Hogue*  
*M.E. Hogue*  
NOT, 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:

ALL that certain piece, parcel and lot of land with improvements thereon, situate, lying and being on the northern side of Beechwood Avenue, in the City of Greenville, County of Greenville, State of South Carolina and being known and designated as part of Lot No. 21 according to a plat of Eastover Subdivision prepared by R. E. Dalton, Engineer, dated July, 1920 and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book F at Pages 41 and 42 and according to a more recent survey prepared for Marvin E. and Brenda K. Hogue by Arbor Engineering dated May 18, 1977, and having according to said later plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Beechwood Avenue at the joint front corner of Lots 20 and 21 and running thence along the northern side of Beechwood Avenue, N. 71-55 W. 60 feet to an iron pin; thence N. 18-05 E. 184.95 feet to an iron pin; thence S. 41-19 E. 69.71 feet to an iron pin at the joint rear corner of Lots 20 and 21; thence with the joint line of said lots, S. 18-05 W. 149.46 feet to an iron pin on the northern side of Beechwood Avenue, the point of beginning.

The above described property is the same acquired by the Mortgagors by deed from Michael O. Hallman recorded in the R.M.C. Office for Greenville County, South Carolina on June 15, 1977.

P. O. Box 10338  
Charlotte, N. C. 28237

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; and, provided, further, that in the event the debt is paid in full prior to maturity and

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