

MORTGAGE

140* 107
This form is used in connection
with mortgages insured under the
new four-family provisions of
the National Housing Act.

FILED
GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE

AUG 26 2 21 PM '77

TO ALL WHOM THESE PRESENTS MAY CONCERN, DONNIE S. TANKERSLEY, R.M.C., LAMAR CHILDRESS and CINDY T. CHILDRESS

Greenville, South Carolina

hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto NCNB MORTGAGE SOUTH, INC.

organized and existing under the laws of The State of South Carolina, 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 EIGHT THOUSAND, THREE HUNDRED and No/100----- Dollars (\$ 28,300.00), with interest from date at the rate of Eight and one-half----- per centum (8.5 %) per annum until paid, said principal and interest being payable at the office of NCNB Mortgage Corporation, P. O. Box 10338 in Charlotte, North Carolina, 28237

or at such other place as the holder of the note may designate in writing, in monthly installments of TWO HUNDRED and SEVENTEEN and 63/100----- Dollars (\$ 217.63), commencing on the first day of October, 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 September, 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 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 piece, parcel or lot of land, with all improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 63 on plat of Chick Springs Subdivision, said plat being recorded in the R.M.C. Office for Greenville County in Plat Book UUU at Page 91-B, and also being further shown on plat recorded in the R.M.C. Office for Greenville County in Plat Book 4-N at Page 51, and being further shown on a more recent plat of "Lamar Childress and Cindy T. Childress" by Arbor Engineering, dated July 27, 1977, and recorded in Greenville County Plat Book 65 at Page 54, and having, according to said plats, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Darby Court, and running thence S. 63-26 E. 153.65 feet to an iron pin; thence S. 26-34 W. 90 feet to an iron pin; thence N. 63-26 W. 153.65 feet to an iron pin on Darby Court; thence with said Darby Court, N. 26-34 E. 90 feet to the point of beginning.

This being the identical property conveyed to the mortgagors herein by deed of James W. Chapman and Joyce B. Chapman, dated August 26, 1977, to be recorded simultaneously herewith.

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.