SOUTH CAROLINA FHA FORM NO. 21754 (Rev. September 1976)

## **MORTGAGE**

This form, is used in connection with mortgages insured under the one- to four-family provisions of

COUNTY OF GREENVILLE

NCNB LOAN NO. 12-551907 FHA CASE NO. 152011

TO ALL WHOM THESE PRESENTS MAY CONCERN:

shall be due and payable on the first day of February, 2008.

Willa Don Davis and Robert G. Davis, by his attorney in fact, Willa Don Davis

Greenville County, South Carolina

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

WHEREAS, the Mortgagor is well and truly indebted unto NCNB Mortgage South, Inc.

, a corporation South Carolina organized and existing under the laws of . 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 six thousand one hundred and 00/100---------Bollars (\$ 26,100.00 ), with interest from date at the rate of eight and one-half per centum ( 8½ 🖺) per annum until paid, said principal and interest being payable at the office of NCNB Mortgage Corporation in Charlotte, North Carolina or at such other place as the holder of the note may designate in writing, in monthly installments of Two hundred and 71/100----- Dollars (\$ 200.71 . 19 78, and on the first day of each month thereafter until commencing on the first day of March the principal and interest are fully raid, except that the final payment of principal and interest, if not sooner paid,

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 situate, lying and being in Greenville County, South Carolina, known and designated as Lot No. 342 shown on a plat of the subdivision of Westwood, Section 4, recorded in the RMC Office for Greenville County in plat book 4R at page 30.

This is the same property conveyed to mortgagors by Tommy C. Carter and Shirley W. Carter by deed of even date herewith, to be recorded.

NCNB Mortgage South, Inc. PO Box 10338 Charlotte, NC 28237

and singular the rights, memocis, hereditaments, and apputtenances to the same belonging of 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 serzed 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 whomseever 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 ....
to maturity; provided, honever,
(30) days prior to prepayment. 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