

FILED
GREENVILLE CO. S. C.

JUN 26 11 59 AM '78
DONNIE S. TAMPERSLEY
S.M.C.

MORTGAGE

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

BOOK 1436 PAGE 198

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE } ss:

NCNB Loan # 74-555858

TO ALL WHOM THESE PRESENTS MAY CONCERN: Charles S. Foss and Gwendolyn F. Foss,

Greenville County, 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 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 Thirty Thousand Three Hundred & No/100 ----- Dollars (\$ 30,300.00), with interest from date at the rate of ----- Nine ----- per centum (----- 9 %) per annum until paid, said principal and interest being payable at the office of NCNB Mortgage Corporation in Charlotte, North Carolina

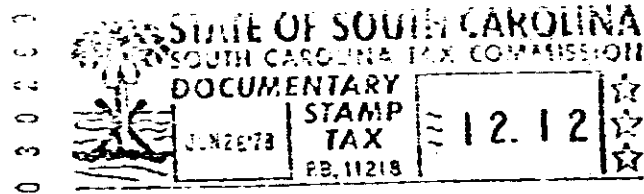
or at such other place as the holder of the note may designate in writing, in monthly installments of TWO Hundred Forty-Three and 92/100 ----- Dollars (\$ 243.92 ---), commencing on the first day of August, 19 78, and on the first day of each month thereafter until the principal and interest are fully 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, 2008

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 parcel or lot of land, with the improvements thereon, located on Elaine Avenue near the City of Greenville, County of Greenville, State of South Carolina, being shown and designated as Lot No. 21 on plat of survey for Charles S. Foss and Gwendolyn F. Foss by R. B. Bruce, RLS, dated June 14, 1978, to be recorded herewith, and being more particularly described with reference to said plat of survey as follows: Commencing at an iron pin on the western side of Elaine Avenue, approximately 1,492 feet from the intersection of Lee Road and Elaine Avenue, thence with Elaine Avenue S. 31-19 E. 75.0 feet to an iron pin; thence S. 58-41 W. 254.7 feet to an iron pin; thence N. 33-31 W. 75.05 feet to an iron pin; thence N. 58-41 E. 257.6 feet to an iron pin, the point of commencement.

This is the same property conveyed to the mortgagors herein by deed of Terry L. Jackson and Linda S. Jackson bearing date of June 23, 1978, and recorded herewith.

Address of Mortgagee:
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.

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