

MORTGAGE

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

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

3500001

TO ALL WHOM THESE PRESENTS MAY CONCERN: Jack L. Dye and Brenda M. Dye

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 the State of South Carolina, 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-Nine Thousand Eight Hundred and No/100-----Dollars (\$ 29,800.00), with interest from date at the rate of nine and one-half-----per centum (9-1/2%) per annum until paid, said principal and interest being payable at the office of NCNB Mortgage Corporation, P. O. Box 34069 in Charlotte, North Carolina 28234

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or at such other place as the holder of the note may designate in writing, in monthly installments of ----- Dollars (\$ -----), "according to Schedule A attached" commencing on the first day of November, 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 October, 2008. "Deferred interest shall be added to the principal balance monthly. The maximum aggregate amount by which said deferred interest shall increase the principal is \$ 4,757.14."

NOV. 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 State of South Carolina, County of Greenville, on the eastern side of Sutton Drive and being shown and designated as Lot No. 71 and western half of Lot No. 72 of Block D on plat of MAYFAIR ESTATES recorded in the RMC Office for Greenville County in Plat Book S at Pages 72 and 73, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Sutton Drive at the joint corner of Lots 70 and 71 and running thence with the eastern side of Sutton Drive, N.17-17 W. 135 feet to an iron pin; thence with the curve of said Sutton Drive as it intersects with Lee Road, the chord of which is N.27-43 E. 21.2 feet to an iron pin on the south side of Lee Road; thence with the south side of Lee Road, N.72-43 E. 60 feet to an iron pin in front center line of Lot 72; thence with new line through Lot 72, S.17-12 E. 150 feet to an iron pin in line of Lot 70; thence with line of said Lot, S.72-43 W. 75 feet to the beginning corner.

THIS is the same property as that conveyed to the Mortgagors herein by deed from Robert D. Terrell recorded in the RMC Office for Greenville County on September 11, 1978.

THE mailing address of the Mortgagee herein is P. O. Box 34069, Charlotte, North Carolina 28234.

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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