

P. O. Box 34069
Charlotte, N. C. 28234

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

FILE MORTGAGE
GREENVILLE C.O.S.C.

SEP 29 4 11 PM '78
W.S. TANKERSLEY
R.M.C.

BOOK 1445 PAGE 786

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: **THOMAS DANIEL FINN and JODI ANN FINN**

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

WHEREAS, the Mortgagor is well and truly indebted unto

NCNB MORTGAGE SOUTH, INC.

, a corporation
, hereinafter
organized and existing under the laws of **South Carolina**
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 Two Thousand Three Hundred and No/100** ----- Dollars (\$ **32,300.00**), 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, P. O. Box 34069** in **Charlotte, North Carolina 28234**

or at such other place as the holder of the note may designate in writing, in monthly installments of **Two Hundred Seventy-one and 64/100** ----- Dollars (\$ **271.64**), commencing on the first day of **November**, 1978, 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**

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 or lot of land, with the buildings and improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot 160 of a subdivision known as Orchard Acres strip of land 15 feet wide adjoining said lot, the plat of Orchard Acres being recorded in the RMC Office of Greenville County in Plat Book QQ at Page 6 and both parcels of land being more fully shown on a plat entitled "Property of Michael G. Holcombe and Joan B. Holcombe" prepared by Carolina Surveying Company, January 13, 1977, and recorded in the RMC Office for Greenville County at Plat Book 52 at Page 95, and having according to the latter plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of Edwards Road 162.7 feet from the intersection of Edwards Road and Orchard Drive, running thence with the northwestern side of Edwards Road S. 25-15 W. 90 feet to an iron pin at the front corner of Lot 160; thence continuing with the northwestern side of Edwards Road S. 25-45 W. 15 feet to an iron pin at the corner of property of Lee Road Methodist Church; thence with the line of said property N. 64-25 W. 174.9 feet to an iron pin; running thence N. 25-15 E. 103.9 feet to an iron pin at the joint rear corner of Lots 159 and 160; thence with the joint line of said lots S. 64-45 E. 175 feet to the point of BEGINNING.

This is the same property conveyed to the mortgagors herein by deed of Michael G. Holcombe and Joan B. Holcombe of even date herewith to be recorded.

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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