

GREENVILLE MORTGAGE

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

STATE OF SOUTH CAROLINA,  
COUNTY OF GREENVILLE } SS: 1116

TO ALL WHOM THESE PRESENTS MAY CONCERN: John C. Neal and Shirley F. Neal

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

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

a corporation organized and existing under the laws 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-two Thousand, Six Hundred and no/100ths Dollars (\$ 22,600.00 ), 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 in Charlotte, North Carolina or at such other place as the holder of the note may designate in writing, in monthly installments of according to Schedule A attached Dollars (\$ ), commencing on the first day of October, 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 September, 2008. Deferred interest shall be added to the (see \* below)

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 certain piece, parcel or lot of land near the City of Greenville, in the County of Greenville, State of South Carolina, being known and designated as the eastern portion of Lot 58, as shown on a plat of Overbrook recorded in the RMC Office for Greenville County, South Carolina, in Plat Book E, Page 252, and having, according to said plat, and a more recent survey made by Dalton & Neves, Engineers, September, 1940, the following metes and bounds, to-wit:

BEGINNING at a stake in the west side of Spruce Street and running thence with the west side of Spruce Street S 46-38 E 42.9 feet; thence S 41-50 E 92.7 feet; thence S 41-06 E 37.2 feet; thence around the curve of Spruce Street and Overbrook Road, the chord of which is S 27-57 W 44.1 feet to a stake in the north side of Overbrook Road; thence with the north side of Overbrook Road, S 89-05 W 81 feet to a stake; thence N 6-11 W 135.6 feet to a point; thence N 2-44 W 32 feet to the beginning corner.

DERIVATION: This being the same property conveyed to Mortgagor by deed of Amos F. Cunningham as recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1085, Page 7, on August 7th, 1978.

\* principal balance monthly. The maximum aggregate amount by which said deferred interest shall increase the principal is \$ 329.55.

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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