GREENVILLE CO. S.C.

12 11 33 AM '79

DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

NCNB 74-562242
FHA Case No. 461-166574

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE

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TO ALL WHOM THESE PRESENTS MAY CONCERN:

MARC J. TERRYN

Greenville County, S. C. (hereinafter called the Mortgagor, sending greeting:)

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 THIRTY SIX THOUSAND ONE HUNDRED ---------- Dollars ($ 36,100.00), with interest from date at the rate of seven & three-fourths per centum (7 3/4 %) 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 FIFTY EIGHT & 63/100 ---------- Dollars ($ 258.63), commencing on the first day of FEBRUARY, 1979, 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 JANUARY 2009.

NOW, KNOW ALL MEN, that the Mortgagor, in consideration of the aforesaid debt and to secure 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. [illegible] on a plat of the subdivision of CHESTERFIELD ESTATES, Sec II, recorded in the RMC Office for Greenville County in plat book 5 F page 25.

This is the same property conveyed to mortgagor by Westchester Company, Inc. by deed of even date herewith, to be recorded.

Mortgagee's address:
PO Box 34069
Charlotte, NC 28234

TO HAVE AND TO HOLD all and singular the said premises unto the Mortgagee, its successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove conveyed in fee simple absolute, that it 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 except as otherwise noted herein. 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 it will promptly pay the principal and interest on the indebtedness evidenced by the said note and any other sums payable hereunder or under the said note at the times and in the manner herein or therein provided. Provided, however, that if the mortgagor shall be in default in the payment of any monthly payment on the principal that is due and payable under the note on the first day of any month, then the mortgagee may, at its option, declare the entire principal and interest remaining unpaid immediately due and payable, and may proceed to collect the same in the manner provided by law.

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