

FILED
GREENVILLE CO. S. C.

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DONNIE S. TAINERSLEY
R.M.C.

4400 512

MORTGAGE

THIS MORTGAGE is made this 31st day of January, 1979, between the Mortgagor, VANN D. JOHNSON and N. BUNNY JOHNSON (herein "Borrower"), and the Mortgagee, NCNB MORTGAGE CORPORATION, a corporation organized and existing under the laws of North Carolina, whose address is P. O. Box 34069, Charlotte, North Carolina 28234 (herein "Lender").

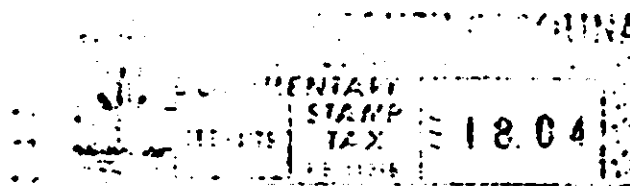
WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-Five Thousand, One Hundred and no/100 (\$45,100) Dollars, which indebtedness is evidenced by Borrower's note dated January 31, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 1, 2009.

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

All that certain piece, parcel or lot of land located in the County of Greenville, State of South Carolina, lying and being on the southern side of Brushy Creek Road, being shown and designated as Lot 4 on a plat of Carriage Estates, said plat being recorded in the RMC Office for Greenville County, South Carolina, in Plat Book PPP at page 15, and having, according to a more recent plat entitled "Property of Vann D. Johnson and N. Bunny Johnson" by Preeland & Associates dated January 31, 1979, the following meets and bounds, to-wit:

BEGINNING at a point on the southern side of Brushy Creek Road at the joint front corner of Lots 4 and 5 and running thence with the line of Lot 5, S. 4-18 W. 176 feet to an old iron pin in the line of Lot 19; thence N. 85-04 W. 100.4 feet to an old iron pin in the joint rear corner of Lots 3 and 4; thence with the line of Lot 3, N. 4-27 E. 175.2 feet to an old iron pin on the southern side of Brushy Creek Road; thence with Brushy Creek Road as the line S. 85-32 E. 100 feet to the point of beginning.

BEING the same property conveyed to the Mortgagors herein by Deed of Ralph Norman Harris and Nancy L. Harris, dated January 31, 1979, to be recorded.



which has the address of 1206 Brushy Creek Road Taylors, South Carolina 29687 (herein "Property Address");
(Street) (City)
(State and Zip Code)

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.