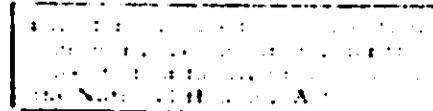


GREENVILLE CO. S.C.

Feb 9 1979

## MORTGAGE

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLETO ALL WHOM THESE PRESENTS MAY CONCERN: Joe M. Simmons and Wanda B. Simmons,  
Greenville, South Carolina

hereinafter called the Mortgagor, send his greetings

WHEREAS, the Mortgagor is well and truly indebted unto NCNB MORTGAGE CORPORATION,

organized and existing under the laws of **the State of North Carolina**, hereinafter called the Mortgagor, 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 One Thousand Three Hundred Fifty and 00/100 ----- Dollars (\$ 31,350.00)**, with interest from date at the rate of **seven and 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 Twenty Four and 78/100 ----- Dollars (\$ 224.78)**, commencing on the first day of **April**, 1979, and on the first day of each month thereafter until the principal and interest are fully paid; and, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of **March, 2009**.

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagor, and also in consideration of the further sum of Three Dollars (\$3) to the Mortgagor, in hand well and truly paid by the Mortgagor at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has executed, delivered, sold, and released, and by these presents does grant, between, sell, and release unto the Mortgagor, 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 all improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, on the western side of Staunton Bridge Road, and being known and designated as Lot No. 38 according to a plat entitled "Staunton Heights" prepared by C. C. Jones, Engineer, dated April, 1960, and recorded in the Greenville County R.M.C. Office in Plat Book XX at Page 1, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a point on the northern side of Sunnyview Drive at the joint front corner of Lots 37 and 38 and thence with the common line of said lots N. 12-28 E. 62.3 feet to an iron pin; thence with the common line of Lots 38 and 39, N. 83-35 E. 160 feet to a point on Staunton Bridge Road; thence with the western side of Staunton Bridge Road, S. 6-25 E. 100 feet to an iron pin; thence with the curve of Staunton Bridge Road, the chord of which is S. 42-52 W. 26.2 feet to a point on the northeastern side of Sunnyview Drive; thence with Sunnyview Drive, N. 88-20 W. 52.1 feet to a point on Sunnyview Drive; thence continuing with Sunnyview Drive, N. 77-41 W. 50.4 feet to an iron pin; thence N. 67-02 W. 70 feet to an iron pin at the point of beginning.

The above described property is the same acquired by the Mortgagors by deed from William Smith Ragsdale, III recorded in the Greenville County R.M.C. Office on February 9, 1979.

**NCNB Mortgage Corporation - P. O. Box 34069, Charlotte, N. C. 28234**  
 Together with all and singular the rights, interests, instruments, 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 fixtures, plantings, and buildings, 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 Mortgagor, 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 Mortgagor forever, from and against the Mortgagor and all persons whosoever 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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