

FILED
GREENVILLE CO. S. C.
MAR 21 3 34 PM '79
DONNIE S. TANKERSLEY
R.H.C.

VOL 1400 PAGE 345

MORTGAGE

THIS MORTGAGE is made this 16 day of March, 1979, between the Mortgagor, James A. and Helen S. Carlos (herein "Borrower"), and the Mortgagee, NCNB Mortgage Corporation, a corporation organized and existing under the laws of The State of North Carolina, whose address is P.O. Box 34069, Charlotte, North Carolina 28234 (herein "Lender").

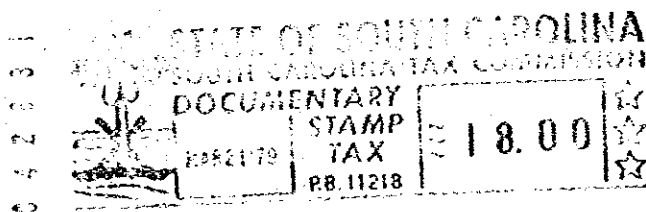
WHEREAS, Borrower is indebted to Lender in the principal sum of Forty Five Thousand and 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated March 16, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 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, situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as Lot 59, Gray Fox Run Subdivision on plat of James A. and Helen S. Carlos prepared by Century Land Surveying Company dated March 14, 1979 and recorded in the RMC Office for Greenville County in Plat Book , Page , and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on Gray Fox Sqaure at the joint front corner of Lots 59 and 60 and running thence N. 02-36 E., 150.0 feet to an iron pin, joint rear corner of said Lots; running thence along the rear of Lot 59 S. 87-24 E., 100.0 feet to an iron pin, joint rear corner of Lots 58 and 59; running thence with the common line of said Lots S. 02-36 W., 150.0 feet to an iron pin, joint front corner of said Lots on Gray Fox Square; thence with said Gray Fox Square N. 87-24 W., 100.0 feet to an iron pin, the point of beginning.

This is the identical property conveyed to the mortgagors by deed of Academy Rental Company to be recorded of even date herewith.



GCTO
3 MAR 21 1979
1098

which has the address of 3 Gray Fox Square, 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 seised 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.

0349

4328 RV-2