

P. O. Box 34069  
Charlotte, N. C. 28234

17 AM '79  
DANA W. WILKINS  
L.L.C.

v 1110 110

## MORTGAGE

THIS MORTGAGE is made this 24th day of August 1979, between the Mortgagor, WILLIAM H. MOODY and GLORIA L. MOODY (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 SIXTY THOUSAND (\$60,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 24, 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 September 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 Grove Township, Greenville County, South Carolina, about 7 miles southwest of the City of Greenville, being shown and designated as Lot 26 on a Plat of Property of Wm. R. Timmons, Jr., recorded in the RMC Office for Greenville County in Plat Book 000, at Page 137, and having, according to a more recent survey by Freeland & Associates, dated August 3, 1979, the following metes and bounds:

BEGINNING at an iron pin on the southwest side of Driftwood Drive, joint front corner of Lots 25 and 26, and running thence with the common line of said Lots, S 55-19 W, 501.6 feet to a point in a branch at the rear corner of Lot 26; thence with the branch as a line, the following courses and distances: N 17-33 W, 110.8 feet to a point; thence N 67-14 W, 67.9 feet to a point; thence N 3-11 E, 208.6 feet to a point at the rear corner of Lot 26; thence with the line of Lot 26, the following courses and distances: S 80-00 E, 195.0 feet to an iron pin; thence N 55-19 E, 239.0 feet to an iron pin on the southwest side of Driftwood Drive; thence with said Drive, S 34-41 E, 190.0 feet to an iron pin, the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Charles N. Cobb and Gale E. Cobb, dated August 23, 1979, to be recorded simultaneously herewith.

which has the address of 26 Driftwood Drive, Piedmont, S. C. 29673... (Street) (City)  
..... (herein "Property Address");  
[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.