

FILED
GREENVILLE S.C.
SEP 10 1979
DONN BERSLEY
REC

VOL 1479 PAGE 337

MORTGAGE

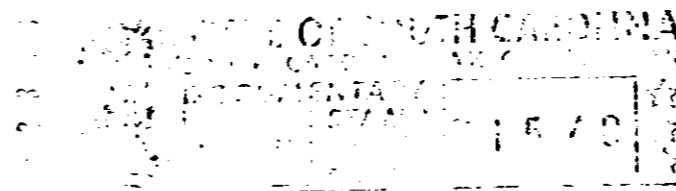
THIS MORTGAGE is made this 6th day of September 1979, between the Mortgagor, Steven R. Stewart and Ann A. Stewart (herein "Borrower"), and the Mortgagee, NCNB Mortgage Corporation, a corporation organized and existing under the laws of the State of North Carolina, whose address is Post Office Box 34069, Charlotte, North Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-eight Thousand Five Hundred and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated September 6, 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 October 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: being shown and designated as Lot Number 49 on plat of Gray Fox Run recorded in Plat Book 5-P at Page 9 of the RMC Office for Greenville County.

This is the same property conveyed to the mortgagors by deed of Academy Rental Company dated August 9, 1979 and recorded on even date herewith.

This mortgage specifically includes the carpeting located in the residence situate on the above described property.



GCTO --- 1 SE 7 79 770 4.0001

which has the address of Gray Fox Square, Taylors, South Carolina 29687 (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 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.

0987

4328 RV-2