

GREENVILLE CO. S. C.
OCT 30 3 40 PM '79
DONNIE S. TANKERSLEY
R.M.C.

NCNB Loan No. 74-571279

MORTGAGE

THIS MORTGAGE is made this 29th day of October 1979, between the Mortgagor, DAVID A. ESTES and LINDA C. ESTES (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, N. C. 28234 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of SIXTY-THREE THOUSAND SEVEN HUNDRED FIFTY Dollars, which indebtedness is evidenced by Borrower's note dated October 29, 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 November 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 City of Mauldin, Greenville County, South Carolina, being shown and designated as Lot 111 on a Plat of Section 7, FORRESTER WOODS, recorded in the RMC Office for Greenville County in Plat Book 5-P, at Page 21, and having, according to a more recent survey by Freeland & Associates dated October 16, 1979, the following metes and bounds:

BEGINNING at an iron pin on the northwestern side of Stoney Creek Drive, joint front corner of Lots 110 and 111, and running thence with the common line of said Lots, N 49-00 W, 165.0 feet to an iron pin; thence with the rear line of Lot 111, N 41-00 E, 100.0 feet to an iron pin, joint rear line of Lots 111 and 112; thence with the common line of said Lots, S 49-00 E, 165.0 feet to an iron pin on the northwestern side of Stoney Creek Drive; thence with said Drive, S 41-00 W, 100.0 feet to an iron pin, the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of John Michael Ley and Cheryl G. Ley, dated October 20, 1979, to be recorded simultaneously herewith.

GCTO --- 10030 79 891

which has the address of 224 Stoney Creek Drive Mauldin, S. C. 29662 (herein "Property Address");

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.

037

4328 RV-2