

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

28234

MORTGAGE

1458-1360
This form is used in connection with mortgage insurance under the new National Housing Act.

NCNB Loan No. 74-571253

FILED
GREENVILLE CO. S. C.
OCT 30 3 51 PM '79
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
S. TANKERSLEY

TO ALL WHOM THESE PRESENTS MAY COME:

That we, **JAMES S. KINES and SUSAN R. KINES**

Simpsonville, South Carolina

hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto

NCNB MORTGAGE CORPORATION

a corporation
organized and existing under the laws of **the State of North Carolina**, hereinafter called the Mortgagee, 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-EIGHT THOUSAND**

Dollars (\$ **38,000.00**)

with interest from date at the rate of **Eight** per centum (**8** %) per annum until paid, said principal and interest being payable at the office of **NCNB MORTGAGE CORPORATION** in **Charlotte, N. C. 28234**

or at such other place as the holder of the note may designate in writing, in monthly installments of **TWO HUNDRED SEVENTY-EIGHT and 92/100** Dollars (\$ **278.92**)

commencing on the first day of **December** 19 **79**, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of **November, 2009**

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of **Three Dollars (\$3)** to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell, and release unto the Mortgagee, its successors and assigns, the following-described real estate situated in the County of **Greenville, Town of Simpsonville, State of South Carolina** being shown and designated as **Lot 325 of Section 4, WESTWOOD Subdivision, on a Plat recorded in the RMC Office for Greenville County in Plat Book 4-R, at Page 30.** Said Lot has an aggregate of **118.15 feet along Willowtree Drive; has an aggregate of 138.1 feet along Tebblewood Drive; runs back to a depth of 95.0 feet along its eastern boundary, and has 153.1 feet across the rear.**

This is the same property conveyed to the Mortgagors herein by deed of **Gary P. Metcalf and Rebecca E. Metcalf, dated October 30, 1979, to be recorded simultaneously herewith.**

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
S. TANKERSLEY

Together with all and singular the rights, members, hereditaments, 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 heating, plumbing, and lighting 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 Mortgagee, its successors and assigns forever.
The Mortgagor covenants that he is lawfully seized of the premises hereinafore 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 defend, defend, defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same, living or dead.

The Mortgagor covenants and agrees as follows:
1. That he will promptly pay the principal or an interest on the indebtedness evidenced by this mortgage at the times and in the manner herein provided. Privilege is reserved to pay the debt in whole, or in an amount equal to the amount of any 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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