

FILED  
GREENVILLE CO. S. C.

OCT 31 11 33 AM '79

DONNIE S. TANKERSLEY  
R.M.C.

# MORTGAGE

155-1550

THIS MORTGAGE is made this 30th day of October 19. 79, between the Mortgagor, Walter Rex Hodges, Jr. and Su Dixon Hodges (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 Fifty-Two Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated October 30th, 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 with the buildings and improvements thereon, lying and being at the easterly intersection of Sugar Creek Lane and Sugarcane Court, near the City of Greenville, South Carolina, being known and designated as Lot No. 29, on a plat entitled "Map 7, Sugar Creek" as recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book 7C, at page 15, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the easterly side of Sugarcane Court, said pin being the joint front corner of Lots 28 and 29, and running thence with the common line of said lots, N. 84-22-45 E., 139.33 feet to an iron pin, the joint rear corner of Lots 28 and 29; thence S. 7-24-01 E., 156.40 feet to an iron pin on the northerly side of Sugar Creek Lane; thence with the northerly side of Sugar Creek Lane, N. 84-39-50 W., 121.51 feet to an iron pin at the intersection of Sugarcane Court and Sugar Creek Lane; thence with said intersection, N. 47-56-34 W., 36.97 feet to an iron pin on the easterly side of Sugar Cane Court; thence with the easterly side of Sugar Cane Court, N. 5-37-15 W., 105.90 feet to an iron pin, the point of beginning.

The above property is the same property conveyed to Mortgagors herein by deed of Cothran & Darby Builders, Inc. of even date hereof to be recorded simultaneously herewith.

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE  
DONNIE S. TANKERSLEY  
R.M.C.

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which has the address of Lot 29 Sugar Creek Lane Greer  
[Street] [City]  
S. C. 29651 (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.

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