

Mortgagee's Address:
PO Bx 34069
Charlotte, NC 28234
NCNB # 74-571275

BOOK 1489 PAGE 357

MORTGAGE

FILED
GREENVILLE CO. S. C.
NOV 28 4 42 PM '79

THIS MORTGAGE is made this 26th day of November 1979, between the Mortgagor, MARK J. SMITH and DONNA N. SMITH CORPORATION (herein "Borrower"), and the Mortgagee, NCNB MORTGAGE CORPORATION, a corporation organized and existing under the laws of North Carolina, whose address is Post Office Box 34069, Charlotte, North Carolina 28234 (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of FORTY THOUSAND AND NO/100 (\$40,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated November 26, 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 December 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 lot of land situate on the western side of Berrywood Court being shown as Lot No. 32 on a plat of Sugar Creek Subdivision, Map No. 7, dated December 8, 1978, prepared by C. O. Riddle, Surveyor, recorded in Plat Book 7-C at page 15 in the RMC Office for Greenville County and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Berrywood Court at the joint front corner of Lot 32 and Lot 33 and running thence with Lot 33 S 80-23 W 139.08 feet to an iron pin at the joint rear corner of Lot 32 and Lot 33; thence with Lot 27 and Lot 28 S 7-24-01 E 100.08 feet to an iron pin at the joint rear corner of Lot 31 and Lot 32; thence with Lot 31 N 80-23 E 142.95 feet to an iron pin on Berrywood Court; thence with said court N 9-37 W 100 feet to the point of beginning.

This is the same property conveyed to the mortgagors by deed of Cothran & Darby Builders, Inc., to be recorded herewith.

STATE OF SOUTH CAROLINA
RECORDS & CLERK
DOCUMENTARY
STAMP
\$10.00

which has the address of Berrywood Court 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 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.

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