

FILED
S.C.
MAR 21 1980
SIMPSONVILLE

109 038

MORTGAGE

THIS MORTGAGE is made this 31 day of March, 1980, between the Mortgagor, Rodger G. Terry and Nancy H. Terry (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 PO. Box 34069, Charlotte, North Carolina 28234 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty Nine Thousand Four Hundred Fifty and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated March 31, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 1, 2010.

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 State of South Carolina, County of Greenville, being shown and designated as Lot 57 on plat of Roland Heights Subdivision as recorded in the RMC Office for Greenville County in Plat Book S, Page 34 and a more recent plat of Rodger G. Terry and Nancy H. Terry as prepared by Carolina Surveying Company dated March 25, 1980 and recorded in the RMC Office for Greenville County in Plat Book 7-W, Page 68, and having according to the more recent plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on Todd Circle at the joint front corner of Lots 57 and 58 and running thence with the common line of said Lots N. 35-09 W., 218 feet to an iron pin; thence along the rear of Lot 57 N. 41-12 E., 82.3 feet to an iron pin, joint rear corner of Lots 56 and 57; running thence with the common line of said Lots S. 35-09 E., 234 feet to an iron pin on Todd Circle; thence with said Todd Circle S. 52-16 W., 80 feet to an iron pin, the point of beginning.

This is the identical property conveyed to the mortgagors by deed of John L. Hawkins, III and Frank L. Hart as executors of the Estate of Ernest Lenwood Jeter to be recorded on even date herewith.

which has the address of 109 Todd Circle Simpsonville,
[Street] [City]
South Carolina 29681 (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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