



Mortgagee's Address:
P.O. Box 1000
Tryon, N.C. 28782

PL 1046 PAGE 691

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, BRYAN T. RUSSICK and wife, VIRGINIA D. RUSSICK,

(hereinafter referred to as Mortgagor) is well and truly indebted unto NCNB NATIONAL BANK OF NORTH CAROLINA, Tryon, North Carolina,

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Eight Thousand One Hundred Sixty and 00/100----- Dollars (\$8,160.00) due and payable

in 119 consecutive monthly installments of \$124.67 each and one final payment of an amount equal to the unpaid balance of the principal plus accrued interest, the first such installment being due March 5, 1984, and monthly thereafter until the principal and interest shall have been paid in full, with interest thereon from date at the rate of 13.5% per centum per annum, to be paid: According to the terms of the note.

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his accounts by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) 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:

TRACT I:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, near Oak Grove Baptist Church, and further shown on plat made for Clyde E. Bailey by James V. Gregory, RLS, dated April 2, 1977 and described as follows:

BEGINNING at a spike in the center of Lockhart Drive, thence South 86 degrees 15 minutes East 339.4 feet to a poplar; thence South 22 degrees 11 minutes West 78.8 feet to an iron pin; thence North 87 degrees 02 minutes West 251.4 feet to a spike in the center of Lockhart Drive; thence North 35 degrees 08 minutes West 100.5 feet to a spike in the center of Lockhart Drive, the point of BEGINNING, containing .52 (fifty-two hundredths) of an acre, more or less. For a more particular description reference is made to the above mentioned plat.

TRACT II: ALL that lot or parcel of land located near Oak Grove Baptist Church, Greenville County, South Carolina and further shown on a plat made for Clyde E. Bailey by James V. Gregory, RLS, and dated April 2, 1977, and described as follows:

BEGINNING at a spike in the center of Lockhart Drive, thence, North 76 degrees 13 minutes East 342.5 feet to a point in the center of gully; thence South 7 degrees 54 minutes East 165.4 feet to a poplar; thence North 86 degrees 15 minutes West 339.4 feet to a spike in the center of Lockhart Drive; thence North 15 degrees 33 minutes West 62.3 feet to a spike in the center of Lockhart Drive, the point of BEGINNING, and containing .87 (eighty-seven hundredths) of an acre, more or less. For a more particular description reference is made to the above mentioned plat.

The above described property is the identical property conveyed to Bryan T. Russick and wife, Virginia D. Russick, by deed from Clyde E. Bailey, dated November 19, 1982, recorded in Book 1177, Page 806, in the Office of the R. M. C. of Greenville County.

There is also conveyed all of our right, title and interest in and to the use of that driveway leading from the above described property across the property hereinafter described to Lockhart Drive, for the purposes of ingress, egress, and regress.

TRACT III: ALL that piece, parcel of lot of land located in Glassy Mountain Township, Greenville County, South Carolina, near Oak Grove Baptist Church, described by metes and bounds as follows:

(Continued on Exhibit "A" attached hereto)

Together with all and singular rights, members, heritaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.