4616 Twynham, Matthews, North Carolina

800x1501 PAGE 16

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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86 nee 987 BOOK MORTGAGE OF REAL ESTATE TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, PHILLIP ERSULLIVAN AND NANCY G. SULLIVAN

(bereinafter referred to as Mortgagos) is well and truly indebted unto CARL V. SCARABELLI AND MARY ANN SCARABELLI

(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 THREE THOUSAND TWO HUNDRED AND NO/100----

Dollars (\$ 3, 200.00 ) due and payable IN Ninety-Six (96) equal monthly installments of Sixty and No/100 (\$60.00) Dollars per month, BEGINNING May 15, 1980 (\*SEE BELOW)

BEGINNING at an iron pin on the North side of Cunningham Circle (Crabapple Drive) joint front corner of Lots 6 and 7; and running thence N. 3-08 W. 144.8 feet to an iron pin; thence N. 68-13 W. 27 feet to an iron pin; thence on a new line through Lot No. 6, N. 62-20 E. 137 feet to an iron pin at joint rear corner of Lots Nos. 5 and 6; thence with the joint line of said lots, S. 3-08 E. 213.2 feet to an iron pin on the North side of Cunningham Circle (Crabapple Drive); thence with the north side of said Drive S. 86-52 W. 100 feet to the point of beginning.

Derivation: Deed Book 1/24, Page 196 - Carl V. Scarabelli and Mary Ann Scarabelli 4/17/80

\* IT is expressly understood by and between the parties hereto that the parties Mortgagor shall have the right to pay the lump sum of One Thousand and No/100 (\$1,000.00) Dollars at the end of any year, the date being the anniversary date of the execution hereof and the then balance after any such payment shall be recomputed at the interest rate set forth above.

State of North Carolina

State of North Carolina

County of Mecklenbarg.

County of Mecklenbarg.

Ann Scarabelli 4 land Victor Scaubelli

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Together with all and singular rights, members, hereditaments, and appartenances to the same belonging 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 taining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attacked, coansected, or fitted thereto in any manner at being the intention of the parties hereto that all factures and originatent, other than the usual household furniture, be considered a part of the real estate.

fixtures now or hereafter attached, connected, or fitted thereto in any manner, it being the in and equipment, other than the usual household furniture, be considered a part of the real estate. AUG 20 1984

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 Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.