

GREENVILLE COUNTY
AUG 31 1978

MORTGAGE

1442 872

THIS MORTGAGE is made this 31st day of August 1978, between the Mortgagor, Robert L. Daniel and Gail T. Daniel (herein "Borrower"), and the Mortgagee, NCNB Mortgage South, Inc., a corporation organized and existing under the laws of South Carolina, whose address is P.O. Box 10068 Greenville, South Carolina 29603 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-Four Thousand and NO/100 (\$44,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 31, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on thirty (30) years from date;

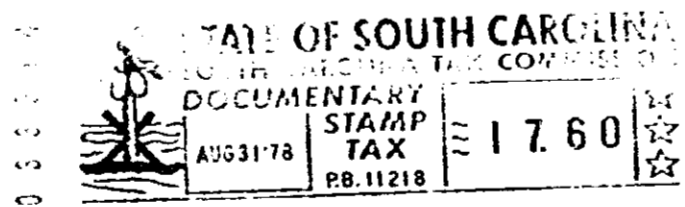
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 located in the County of Greenville, State of South Carolina, and being known and designated as Lot No. 97, according to a plat entitled "Heritage Lakes Subdivision" by Heaner Engineering Co., Inc. as revised October 26, 1977, and recorded in the R.M.C. Office for Greenville County in Plat Book 6H at page 19, and further being described according to a plat of R.B. Bruce, dated August 28, 1978 entitled "Property of Robert L. Daniel and Gail T. Daniel" recorded in the R.M.C. Office for Greenville County in Plat Book at page and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a point on the edge of said lot and Andulusian Trail and running thence along the edge of said road, S. 45-39-44 W. 62.19 feet to a point; thence running S. 66-15-57 W. 43.29 feet to a point at the intersection of Dercheron Path and Andulusian Trail; thence running along the edge of said road N. 79-52-41 W. 141.92 feet to a point; thence running along the common line of Lot 98 and 97, N. 9-42-25 E. 67.84 feet to a point; thence running along the common line of Lot No. 99 and 97, N. 41-08-46 E. 98.0 feet to a point at the common corner of Lots 99, 100, 96 and 97; thence along the common line of Lots 97 and 96, S. 54-41-58 E. 181.22 feet to the point of BEGINNING.

This being the same property conveyed to the Mortgagors herein by deed of Frank P. Hammond dated August 31, 1978, and recorded in the R.M.C. Office for Greenville County in Deed Book 1686 at page 53D.

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which has the address of Lot 97, Andulusian Trail, Simpsonville, S.C. (Street) (City) (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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