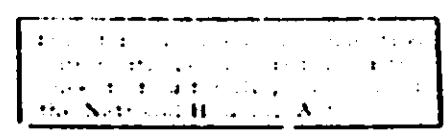


FILED  
GREENVILLE CO. S. C.  
FEB 12 3 15 PM '79

**MORTGAGE**



BOBBIE S. TANKERSLEY  
STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

**RAYMOND D. PHILLIPS AND PAULINE PHILLIPS**

**Greenville County, South Carolina**, hereinafter called the Mortgagor, sends greetings

WHEREAS, the Mortgagor is well and truly indebted unto **NCNB Mortgage Corporation**

organized and existing under the laws of **the State of North Carolina**, hereinafter called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of **Thirty-Eight Thousand Five Hundred and No/100-----Dollars (\$ 38,500.00**), with interest from date at the rate of **nine and one-half-----per centum ( 9-1/2 )** per annum until paid, said principal and interest being payable at the office of **NCNB Mortgage Corporation, P. O. Box 34069 in Charlotte, North Carolina 28234** or at such other place as the holder of the note may designate in writing, in monthly installments of **Three Hundred Twenty-Three and 79/100-----Dollars (\$ 323.79**), commencing on the first day of **April**, 1979, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of **March**, 2009.

NOW KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) to the Mortgagee in hand well and truly paid by the Mortgagor at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, loaned, sold, and released, and by these presents does grant, bargain, sell, and release unto the Mortgagee, its successors and assigns, the following-described real estate situated in the County of **Greenville**, State of South Carolina:

**ALL that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, on the southern side of Oakwood Avenue and being known and designated as Lot No. 37 on plat of OAKWOOD ACRES Subdivision recorded in the RMC Office for Greenville County in Plat Book 124 at Page 135 and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description.**

**THIS is the same property as that conveyed to the Mortgagors herein by deed from Rolland T. Rudd and Dolly M. Rudd recorded in the RMC Office for Greenville County on February 12, 1979.**

**THE mailing address of the Mortgagee herein is P. O. Box 34069, Charlotte, North Carolina 28234.**

1979 FEB 12 40

Together with all and singular the rights, members, tenements, and appurtenances to the same belonging or in any way incident or appertaining, and all of the rents, issues, and profits, which may arise or be had therefrom, and that the Mortgagee, its successors and assigns, shall have and lawfully exercise the same, and that the same shall be forever attached to and used in connection with the real estate herein described.

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

The Mortgagee covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good right and lawful authority to sell, convey, or convey under the same, and that the premises are free and clear of all liens and encumbrances whatsoever. The Mortgagee further covenants to warrant and forever defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagee and all persons who sever lawfully claiming the same or any part thereof.

The Mortgagee covenants and agrees as follows:

1. That he will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. Privilege is reserved to pay the debt in whole or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity, provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to payment.

4329 RV.2