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DAVID S. FARMERSON
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MORTGAGE

THIS MORTGAGE is made this 16th day of February 1979 between the Mortgagor, J. Larry Fousek and Elaine A. Fousek (herein "Borrower"), and the Mortgagee, NCNB Mortgage Corporation, a corporation organized and existing under the laws of North Carolina, whose address is P.O. Box 34069, Charlotte, N.C. 28234 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty-Six Thousand Five Hundred and No/100 (\$66,500.00) Dollars, which indebtedness is evidenced by Borrower's note dated February 16, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 1, 2009.

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 those pieces, parcels or lots of land, situate, lying and being in the County of Greenville, State of South Carolina, on the southeastern side of Holly Tree Lane, being shown and designated as Lot 65 and a small portion of Lot 64 on a plat entitled "Holly Tree Plantation, Phase 2, Section 2, Property of J. Larry Fousek and Elaine A. Fousek", made by Freeland & Associates, dated February 6, 1979, and recorded in the RMC Office for Greenville County, S.C. in Plat Book 6-2 at Page 94 and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of Holly Tree Lane at the joint front corner of Lots 65 and 66 and running thence with the common line of said lots, N. 36-55 W., 170.84 feet to an iron pin; thence S. 47-57 W. 165 feet to an iron pin in the rear line of Lot 64; thence along a new line through Lot 64, S. 46-53 E., 191.15 feet to an iron pin on the northwestern side of said Lane, N. 38-02 E. 109.77 feet to an iron pin; thence continuing with the northwestern side of said land, N. 45-00 E. 25.23 feet to an iron pin, the point of beginning.

This is the same property conveyed by deed of John J. Dennis, Jr., et al recorded February 27, 1979.

which has the address of 212 Holly Tree Lane Simpsonville
(Street) (City)
S.C. 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 seized 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.

4328 (RV.2)