

FILED
GREENVILLE CO. S. C.

NOV 27 2 50 PM '79

DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

BOOK 1150 PAGE 430

THIS MORTGAGE is made this 26 day of November 1979, between the Mortgagor, David E. Weaver and Linda U. Weaver (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, North Carolina 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 November 26, 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 December 1, 2009

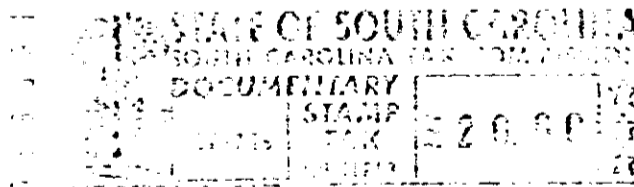
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 that certain piece, parcel or lot of land, with the buildings and improvements thereon lying and being on the westerly side of Sugar Creek Lane, near the City of Greenville, South Carolina, being known and designated as Lot No. 385 on plat entitled "Map 7, Sugar Creek", as recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 7-C, at page 15, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the westerly side of Sugar Creek Lane, said pin being the joint front corner of Lots 384 and 385, and running thence with the common line of said lots, N. 51-33-13 W., 125 feet to an iron pin, the joint rear corner of Lots 384 and 385; thence N. 16-41-17 W., 41.80 feet to an iron pin at the joint rear corner of Lots 385 and 386; thence with the common line of said lots, N. 73-20-46 E., 148.59 feet to an iron pin on the westerly side of Sugar Creek Lane; thence with the westerly side of Sugar Creek Lane on a curve, the chord of which is S. 2-03-26 E., 84.13 feet to an iron pin; thence continuing with Sugar Creek Lane on a curve, the chord of which is S. 24-56-42 W., 84.13 feet to an iron pin, the point of BEGINNING.

This is the same property conveyed to the mortgagors by Deed of M.G. Proffitt, Inc. dated November 26, 1979 and recorded November 27, 1979 in Deed Book 1116, at 429 page.

INSTALLED carpet is considered a fixture and part of the real estate for purpose of this mortgage.



which has the address of 200 Sugar Creek Ln., Greer, S.C. 29615 (herein "Property Address");

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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