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FILED GREENVILLE CO. S. C.

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MORTGAGE NOV 17 2 24 PM '79

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DONNIE S. HARRISLEY

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THIS MORTGAGE is made this 12th day of November 1979, between the Mortgagor, FREDRICK WAYNE SMITHSON (herein "Borrower"), and the Mortgagee, NCNB MORTGAGE CORPORATION, a corporation organized and existing under the laws of North Carolina, whose address is Post Office Box 34069, Charlotte, North Carolina 28234 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Five Fifty and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated November 12, 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.

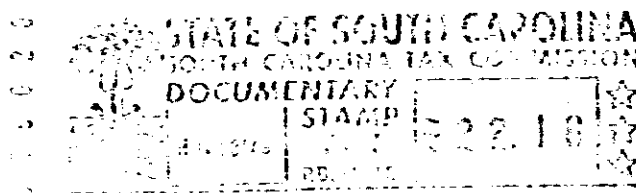
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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, located, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lot No. 31 on plat entitled "Sugar Creek, Map No. 7", prepared by C. O. Riddle, Surveyor, dated December 8, 1978, recorded in the Greenville County RMC Office in Plat Book 7-C at Page 15, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the Western side of the right-of-way of Berrywood Court at the joint front corner of the within lot and Lot No. 30 and running thence along the joint line of said lots S. 80-23 W., 146.82 feet to a point at the joint rear corner of the within lot and Lot No. 30; thence running N. 7-24-01 W., 100.08 feet to a point at the joint rear corner of the within lot and Lot No. 32; thence, running along the joint line of said lots N. 80-23 E., 142.95 feet to a point at the joint front corner of the within lot and Lot No. 32, on the Western side of the right-of-way of Berrywood Court; thence, running along said right-of-way S. 9-37 E., 100 feet to a point at the joint front corner of the within lot and Lot No. 30, the point and place of beginning.

This is the same property conveyed to the Mortgagor herein by deed of Cothran and Darby Builders recorded in the Greenville County RMC Office in Deed Book 1115 at Page 491 on November 13, 1979.

The Mortgagor herein covenants that all carpet installed in the mortgaged premises is a fixture and part of the realty.



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which has the address of 103 Berrywood Court, Greer, South Carolina 29651 (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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