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DONNIE S. TANKERSLEY

MORTGAGE

THIS MORTGAGE is made this 7th day of October, 1975, between the Mortgagor, FRANCIS JOHN MITCHELL & GAIL ANN MITCHELL

and the Mortgagee, XXXXXXXXXXXXXXX NORTH CAROLINA NATIONAL BANK (herein "Borrower"), a corporation organized and existing under the laws of the XXXXXXXXXXXXXXX U.S.A., whose address is XXXXXXXXXXXXXXX Charlotte, North Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of THIRTY-SEVEN THOUSAND & 00/100----- Dollars, which indebtedness is evidenced by Borrower's note of even date herewith (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on November 1, 2005;

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 City of Simpsonville, Greenville County, South Carolina, being shown and designated as Lot no. 51 on plat entitled "Section 1, Powderhorn", dated July 26, 1973, most recently revised March 1, 1974, prepared by Piedmont Engineers and Architects, recorded in the RMC Office for Greenville County in plat book 4X at page 95 and a more recent plat of Property of Frances J. Mitchell and Gail A. Mitchell, prepared by Freeland & Associates, dated October 6, 1975 and having, according to the most recent plat, the following metes and bounds, to-wit:

BEGINNING at a point on the eastern side of Canebreak Lane, at the joint front corner of lots 50 and 51 and running thence along the joint line of said lots, S. 39-46 E., 160.0 feet to a point at the joint rear corner of said lots; thence S. 53-16 W., 95.8 feet to a point at the joint rear corner of lots 51 and 52; thence, along the joint line of said lots, N. 30-39 W., 160.0 feet to a point on Canebreak Lane; thence, along said street, N. 52-43 E., 70.0 feet to the point and place of beginning.



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 in the event 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 easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

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