

FILED  
GREENVILLE CO. S. C.

JAN 23 12 09 PM '79

DONNIE S. TANKERSLEY  
R.M.C.

# MORTGAGE

Mortgagee's Address:  
P.O. Box 34069  
Charlotte, NC 28234

1458-137

THIS MORTGAGE is made this 26th day of January, 1979, between the Mortgagor, WILLIAM B. WESTMORELAND and CHERYL WESTMORELAND (herein "Borrower"), and the Mortgagee, NCNB MORTGAGE SOUTH, INC., a corporation organized and existing under the laws of South Carolina, whose address is Post Office Box 10068, Greenville, S. C. (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of FORTY-FIVE THOUSAND NINE HUNDRED AND NO/100 (\$45,900.00) Dollars, which indebtedness is evidenced by Borrower's note dated January 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 February 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 lot of land situate on the northerly side of Laconia Drive and on the easterly side of Laconia Court in Hampshire Hills Subdivision, Section 2, being shown as Lot No. 47 on a plat dated June 11, 1974 and revised on April 29, 1975, prepared by R. B. Bruce, recorded in Plat Book 5-D at page 79 in the RMC Office for Greenville County, and on a plat of the property of William B. Westmoreland and Cheryl Westmoreland dated January 24, 1979, prepared by Freeland & Associates, recorded in Plat Book 62 at page 34 in the RMC Office for Greenville County and having according to said latter plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northerly side of Laconia Drive at the joint front corner of Lots 46 and 47 and running thence with Laconia Drive S 64-11 W 169 feet to an iron pin; thence N 67-59 W 33.6 feet to an iron pin on Laconia Court; thence with said court N 20-09 W 155 feet to an iron pin at the joint front corner of Lot 47 and Lot 48; thence with Lot 48 N 69-43 E 190 feet to an iron pin at the joint rear corner of Lot 47 and Lot 48; thence with Lot 46 S 21-15 E 161.36 feet to the point of beginning.

This is the same property conveyed to the mortgagors by deed of Calvin N. Cox, to be recorded herewith.

DOCUMENTARY  
STAMP  
TAX  
1836

which has the address of Route 4, Laconia Drive Travelers Rest  
(Street) (City)  
S. C. 29690 (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.

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