

**MORTGAGE**

This form is used in connection with mortgages insured under the one- to four-family provisions of the National Housing Act.

FILED  
GREENVILLE CO. S. C.  
JUL 30 11 27 AM '79  
DENNIS S. TANKERSLEY  
R.H.C.

STATE OF SOUTH CAROLINA,  
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: David Hammond Bailey and Kathyne Duggan Bailey

Greenville, South Carolina

of hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto NCNB Mortgage Corporation

a corporation organized and existing under the laws of North Carolina hereinafter called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of Twenty-Eight Thousand Nine Hundred and No/100----- Dollars (\$ 28,900.00 ).

with interest from date at the rate of Ten per centum ( 10 %) per annum until paid, said principal and interest being payable at the office of NCNB Mortgage Corporation in Charlotte, North Carolina or at such other place as the holder of the note may designate in writing, in monthly installments of Two Hundred Fifty-Three and 75/100----- Dollars (\$ 253.75 ), commencing on the first day of September 1, 1979, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of August, 2009

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell, and release unto the Mortgagee, its successors and assigns, the following-described real estate situated in the County of Greenville State of South Carolina:

All that certain piece, parcel or lot of land in the State of South Carolina, County of Greenville being known and designated as Lot No. 5 on plat of Revision of Lots 5-8 Inclusive, on Elaine Drive, property of William M. Edwards, recorded in the RMC Office for Greenville County, S. C. in Plat Book BB at Page 80, and having according to said plat, and also a more recent plat made by Freeland & Associates, dated July 18, 1979, and recorded in the RMC Office for Greenville County, S. C. in Plat Book 7-K, at Page 8 and entitled Property of David Hammond Bailey and Kathyne Duggan Bailey, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Elaine Drive, joint front corner of Lots 5 and 6 and running thence with the line of Lot 6, S. 56-41 W. 154.5 feet to an iron pin; thence N. 16-12 W. 131.3 feet to an iron pin at the joint rear corner of Lots 4 and 5; thence with the line of Lot No. 4, N. 73-48 E. 125 feet to an iron pin on Elaine Drive; thence with said Drive S. 33-19 E. 88 feet to the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Vera H. Vikcery, et. al. of even date to be recorded herewith.

STATE OF SOUTH CAROLINA  
RECORDS AND DEEDS COMMISSION  
DOCUMENTARY  
STAMP  
FILED

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures and equipment now or hereafter attached to or used in connection with the real estate herein described.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its successors and assigns forever. The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever. The Mortgagor further covenants to warrant and forever defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor covenants and agrees as follows:  
1. That he will promptly pay the principal of an interest on the indebtedness evidenced by the said note, at the times and in the manner herein provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity, provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

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