

P. O. Box 10338
Charlotte, N. C.

800 1191 44464

MORTGAGE

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

28237
GREENVILLE
FILED
CO. S. C.
DEC 18 3 40 PM '79
DONNA SHAIN
TAYLORSLEY
M.C.

FHA 461-170723
NCNB LOAN NO. 74-573697

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: That we, ALLAN U. SHAIN

and DONNA SHAIN

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 the State 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-FIVE THOUSAND

Dollars (\$ 25,000.00),

with interest from date at the rate of Eleven and one-half per centum (11.5 %)
per annum until paid, said principal and interest being payable at the office of NCNB MORTGAGE CORPORATION

P. O. Box 10338 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 FORTY-SEVEN and 75/100 Dollars (\$ 247.75),

commencing on the first day of February, 19 80, 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 January, 2010

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: containing 4.9 acres, more or less, being shown and designated as Part of Tract 7 on a Plat of PROPERTY OF ALLAN U. SHAIN & DONNA SHAIN, prepared by Carolina Surveying Co., dated December 13, 1979, recorded in the RMC Office for Greenville County in Plat Book 75, at Page 100, and having, according to said Plat, the following metes and bounds:

BEGINNING at an iron pin on the southern side of Avice Dale Drive, joint front corner of Part of Lot 7 and Part of Lot 8, and running thence with the common line of said Lots, S 55-20 E, 535 feet to an iron pin; thence with the line of Grumbles property, S 30-37 W, 344 feet to an iron pin on the northern side of Saluda River; thence along said River, N 61-00 W, 160 feet to an iron pin; thence continuing with said River, N 76-10 E, 385.3 feet to an iron pin; thence with the line of Part of Lot 7, the following courses and distances: N 34-25 E, 170 feet to an iron pin; thence N 53-35 W, 19.06 feet to an iron pin; thence N 34-25 E, 229.4 feet to an iron pin on Avice Dale Drive; thence with said Drive, N 23-25 E, 98 feet to an iron pin, the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Virginia C. Spencer French, formerly Virginia C. Spencer, dated December 17, 1979, to be recorded simultaneously herewith

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
TAX
\$ 10.80

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.

6 OCT 1979
4 OCT

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