

# MORTGAGE

FILED  
GREENVILLE CO. S. C.  
DEC 26 1979 24 PM 179  
THIS MORTGAGE is made this 21st day of December 1979 between the Mortgagors, James A. Moon and Pamela V. Moon (herein "Borrower"), and the Mortgagee, NCNB Mortgage Corporation, a corporation organized and existing under the laws of North Carolina, whose address is P.O. BOX 34069, Charlotte, North Carolina 28234 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty Eight Thousand and NO/100 (\$58,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated December 21, 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 January 1, 2010;

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 lying, situate and being in the State of South Carolina, County of Greenville, being shown and designated as Lot Number Fifty (50) of Section Four (4) of Edwards Forest Subdivision as shown on plat recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book JJJ, at Page 82, and being resurveyed by Robert R. Spearman, R.L.S. #3615, dated December 8, 1979, for James A. Moon and Pamela V. Moon and according to said resurvey, being more particularly described as follows, to-wit:

BEGINNING at an iron pin on Elmwood Drive, joint front corner of Lots Nos. 49 and 50; running thence South 39-59 East 196.97 feet to an iron pin, joint rear corner of Lots 49 and 50; running thence along the joint line of Lot 50 and Section Three (3) of Edwards Forest, South 48-24 West 112.8 feet to an iron pin on Lucerne Drive; running thence along Lucerne Drive, North 41-36 West 175.0 feet to an iron pin; running thence along the intersection of Lucerne Drive and Elmwood Drive North 04-10 East 35.0 feet to an iron pin on Elmwood Drive; running thence along Elmwood Drive, North 49-57 East 93.3 feet to an iron pin on Elmwood Drive, joint front corner of Lots 49 and 50, the point of BEGINNING."

This being the same property conveyed to the Mortgagors by deed of William C. Neel and Evangeline K. Neel and simultaneously recorded herewith.

The parties agree that the carpet at the premises hereinabove described is part of the property subject to this mortgage.

which has the address of 21 Elmwood Drive Greenville  
South Carolina 29607 (Street) (City)  
(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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