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DONNIE S. TANKERSLEY
MORTGAGE

BOOK 1353 PAGE 350

THIS MORTGAGE is made this 10th day of November, 1975, between the Mortgagor, Thomas C. Brissey and Katherine H. Brissey

and the Mortgagee, ~~Charlotte National Bank~~ North Carolina National Bank (herein "Borrower"), organized and existing under the laws of the ~~State of North Carolina~~ United States, whose address is ~~Charlotte, North Carolina~~ Charlotte, North Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty Thousand and No/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 December 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 piece, parcel or lot of land in the County of Greenville, State of South Carolina, situate, lying and being on the western side of Birnam Court and being known and designated as Lot No. 18 on a plat of Birnam Woods Subdivision recorded in the RMC Office for Greenville County in Plat Book 5-D at Page 56 and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description.

Less, However, that certain 7.5 foot strip along the southern side of said property previously deeded to Thompson A. Gailey, Jr. and Kathryn D. Gailey by deed recorded in the RMC Office for Greenville County, S. C., in Deed Book 1002 at Page 439.

Also, all that piece, parcel or lot of land in the County of Greenville, State of South Carolina, situate, lying and being on the western side of Birnam Court and being shown on a plat dated September 27, 1973, prepared by Carolina Surveying Company, entitled "Survey for Thomas C. Brissey", said plat being recorded in the RMC Office for Greenville County in Plat Book 5M at Page 21, containing 0.35 acres and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the western side of Birnam Court, joint front corner of the within described property and Lot No. 18 of Birnam Woods Subdivision and running thence S. 81-14 W. 213.4 feet to an iron pin; thence N. 06-00 W. 50 feet to an iron pin; thence N. 68-18 E. 196.6 feet to an iron pin on the western side of Birnam Court; thence with said Court, as follows: S. 43-45 E. 39.7 feet; thence S. 05-36 E. 61.5 feet to an iron pin, the point of beginning.

5,16.00



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 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 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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