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 BOOK 1278 PAGE 679
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 MAY 28 12 53 PM '73
 DONNIE S. TANKERSLEY
 R.M.C. MORTGAGE

THIS MORTGAGE is made this 25th day of May, 1973,
 between the Mortgagor, J. Lyles Alley, Jr. and Caroline D. Alley
 (herein "Borrower"),
 and the Mortgagee, Cameron-Brown Company, a corporation
 organized and existing under the laws of North Carolina, whose address
 is 4300 Six Forks Road, Raleigh, North Carolina, 27609 (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of Thirty-seven Thousand Seven Hundred Fifty & 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 June 1st, 2003;

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

31211
 Cancelled
 Donnie S. Tankersley
 R.M.C.
 PAID IN FULL AND SATISFIED THE 3rd DAY OF October, 1973
 FIRST UNION NATIONAL BANK OF NORTH CAROLINA
 BY Northrup Clayton
 ASSISTANT VICE PRESIDENT

WITNESS:
Pat Tont
May Waters

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 seised 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.

FILED
 APR 26 1973
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