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GREENVILLE CO. S. C.
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DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

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

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE } ss:

TO ALL WHOM THESE PRESENTS MAY CONCERN: Steven M. Baker and Joyce Gale R. Baker

of Greenville County, South Carolina, 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 THIRTY THREE THOUSAND SEVEN HUNDRED AND NO/100 ---------- Dollars ($ 33,700.00), with interest from date at the rate of Eight per centum (8 %) per annum until paid, said principal and interest being payable at the office of NCNB Mortgage Corporation P.O. Box 34069 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 36/100 ---------- Dollars ($ 247.36), commencing on the first day of January , 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 December, 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, situate, lying and being in the State of South Carolina, County of Greenville, in the Town of Simpsonville, Austin Township, being known and designated as Lot No. 781, on the Northwest side of Yellow Wood Drive, WEstwood Subdivision, Section VI, Sheet 1 of 2, made by Piedmont Engineers and Architects, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 4-X at Page 100, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northwest side of Yellow Wood Drive at the joint corner of Lots 781 and 782 and runs thence along the line of Lot 782, N. 53-52 W., 151.4 feet to an iron pin; thence N. 38-49 E., 120 feet to an iron pin; thence along the line of Lot 780, S. 35-42 E., 108.7 feet to an iron pin on the Northwest side of Yellow Wood Drive; thence with the curve of Yellow Wood Drive (the chord os which is S. 30-20 W., 25 feet) to an iron pin; thence continuing with the curve of Yellow Wood Drive (the chord of which is S. 0-25 W., 25 feet) to an iron pin; thence continuing with the curve of Yellow Wood Drive (the chord of which is S. 31-43 E., 30 feet) to an iron pin; thence continuing along Yellow Wood Drive, S. 40-47 W., 29.6 feet to the beginning corner.

This is the same property conveyed to the mortgagors by Deed of George O'Shields Builders, Inc. dated November 29, 1979 and recorded November 29, 1979.

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 and interest on the indebtedness evidenced by the said note, at the times and in the manner therein 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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