

FILED  
GREENVILLE CO. S. C.

DEC 3 4 36 PM '79

DONNIE S. TANKERSLEY

REGISTERED AT LAW  
REAL ESTATE INVESTMENT

MORTGAGE

33 PH '80

600-1490 PAGE 216

THIS MORTGAGE is made this 1st day of December 1979, between the Mortgagor, Carl M. Jackson and Carolyn C. Jackson (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 Ninety thousand and No/100ths (\$90,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated December 1st, 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 December 1st, 2009.

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, situate, lying and being on the northern side of Chapman Road, in the County of Greenville, State of South Carolina, being known and designated as Lot No. 123 as shown on a plat of A Portion of Chanticleer, Section III, made by Campbell & Clarkson, May 9, 1968, and recorded in the RMC Office for Greenville County in Plat Book WWW at Page 19, and a more recent plat for Carl M. Jackson, prepared by Carolina Surveying Company, and being described more particularly, according to the former plat, as follows:

BEGINNING at an iron pin on the northern side of Chapman Road at the joint front corner of Lots 123 and 124, and running thence with the common line of said Lots N. 38-05 E. 160 feet to an iron pin; thence running S. 51-55 E. 140 feet to an iron pin at the joint rear corner of Lots 122 and 123; thence with the common line of said Lots S. 38-05 W. 160 feet to an iron pin on the northern side of Chapman Road; thence with the line of said Chapman Road N. 51-55 W. 140 feet to the point of beginning.

DERIVATION: Deed of Judith Gray White, executed December 1, 1979 and recorded December 3, 1979 in the RMC Office for Greenville County in Deed Book 1116 at Page 756.

It is specifically understood and agreed that the within mortgage specifically encumbers all carpet located within the mortgaged premises.

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STATE OF SOUTH CAROLINA  
DOCUMENTARY  
TAX \$26.00

which has the address of 217 Chapman Road, Greenville, S. C. 29605 (herein "Property Address");

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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