## **MORTGAGE**

2001 1405 PASE 686

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

the National Housing Act.

Aug 1 2 21 PH '77

STATE OF SOUTH GAROLINANKERSLEY COUNTY OFGr eenville.

TO ALL WHOM THESE PRESENTS MAY CONCERN: That We, Edward C. Kelly, Jr.

organized and existing under the laws of the State of South Carolina

in

and Shirley P. Kelly

Gr eenville, South Carolina

, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto

NCNB MORTGAGE SOUTH, INC.

, a corporation 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 - - Twenty-four thousand two hundred ), with interest from date at the rate Dollars (\$ 24,250.00 %) per annum until paid, said principal

per centum ( 8.5

Eight and one-half and interest being payable at the office of

NCNB Mortgage Corporation

P. O. Box 10338

Charlotte, N. C.

or at such other place as the holder of the note may designate in writing, in monthly installments of - One hundred eighty-six and 48/100 - - - - - Dollars (\$

, 1977, and on the first day of each month thereafter until commencing on the first day of September 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 August, 2007

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: on the eastern side of Barclay Drive, being shown and designated as Lot 50 on a Plat of SUNNY SLOPES, Section 1, recorded in the RMC Office for Greenville County in Plat Book 4-R, at Page 3. Said Lot fronts an aggregate of 77.9 feet on Barclay Drive; runs back to a depth of 248.7 feet on its northern boundary; runs back to a depth of 207.7 feet on its southern boundary, and has an aggregate of 127.6 feet across the rear.

This is the same property conveyed to the Mortgagors herein by deed of James M. Sherlin and Rhonda P. Sherlin, dated July 29, 1977, to be recorded simultaneously herewith.

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.