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(Reg. September 1976) Mortgagee's address: P O Box 10338 charlotte, NC 28237 National H using A to

<u>n</u>e+ totou**r-**manuly provisions:

STATE OF SOUTH CAROLINA, COUNTY OF

appr 1408 40.823

TO ALL WHOM THESE PRESENTS MAY CONCERN: Ralph C. Bailey, Jr.and Linda Gail Bailey

Greenville County, South Carolina

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

WHEREAS, the Mortgagor is well and truly indebted unto NCNB MORTGAGE SOUTH, INC.

, a corporation organized and existing under the laws of the State of South 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 Twenty-one Thousand and No/100 -----Dollars (\$ 21,000.00), with interest from date at the rate

eight & one-half and interest being payable at the office of per centum t) per annum until paid, said principal 8.50 NCNB Mortgage South, Inc.

in Charlotte, North Carolina (A) or at such other place as the holder of the note may designate in writing, in monthly installments of

One Hundred Eighty-two and 28/100 ---- Dollars (\$ 182.28). commencing on the first day of October . 19 77, 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 September. 1997.

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, Highland Township, State of South Carolina: on the northwest side of Fews Chapel Road, containing

2.03 acres, more or less, as shown on a survey entitled "Property of James B. Plemmons and Cecila A. Plemmons" dated October 13, 1967, prepared by Terry T. Dill, Surveyor, recorded in Plat Book VVV at Page 85 of the RMC Office for Greenville County and having according to said plat the following metes and bounds:

BEGINNING at an iron pin on the right of way of Fews Chapel Road, said iron pin being located one-tenth mile northeast from Highway 101, and running thence, S 76-30 W 200 feet to an iron pin; thence, N 24-30 E 387 feet to an iron pin; thence, N 2-30 E 181 feet to an iron pin; thence, S 36-45 E 398.5 feet to an iron pin on right of way of Fews Chapel Road; thence with Fews Chapel Road, S 51-46 W 270 feet to the point of beginning.

This is the same property conveyed to the Mortgagors by deed of William E. Shelton and Beverly K. Shelton dated August 12, 1977 and recorded of even date herewith.

This mortgage is re-recorded to correct maturity date.

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 tree 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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