## **MORTGAGE**

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STATE OF SOUTH CAROLINA, COUNTY OF Greenville

TO ALL MHOM THESE PRESENTS MAY CONCERN: FRANK W. GARLOCK and FLORA JEAN GARLOCK

**Greenville County** 

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

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

or at such other place as the holder of the note may designate in writing, in monthly installments of THREE HUNDRED THIRTY-NINE and THIRTEEN/100----- Dollars (\$339.13), commencing on the first day of February 1, 1978, 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 January 1, 2008

NOW, KNOW ALL, MEN, That the Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3) to the Mortgagor in hand well and truly paid by the Mortgagoe at and before the sealing and delivery of these presents, the receipt whereof is hereby schnowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell, and release unto the Mortgagoe, its successors and assigns, the following-described real estate situated in the County of Greenville

State of South Carolina:

All that piece, parcel or lot of land in the City and County of Greenville, State of South Carolina, on the easterly side of Midland Street, known as Lot 101 of University Heights, a plat of which is recorded in the Office of the RMC for Greenville County in Plat Book BB, Page 21, shown on a more recent plat of survey entitled "Property of Wallace E. Power", prepared by Campbell & Clarkson, dated December 12, 1968, recorded in the office of the RMC for Greenville County in Plat Book ZZZ, Page 133, and having, according to said more recent plat of survey, the following metes and bounds: BEGINNING at an iron pin on the easterly edge of the right of way of Midland Street, joint front corner of Lots 101, 102, which point is 124 feet in a southerly direction from the intersection of Karen Drive and Midland Street, and running thence along the common boundary of said lots S 64-54 E 216.2 feet to a point; thence S 3-04 W 100 feet to a point; thence N 76-12 W 225.9 feet to a point on the easterly edge of the right of way of said Midland Street; thence along said right of way N 12-31 E 140 feet to the point of Beginning.

Being the same property conveyed to R. Glenn McGee and Kathleen S. McGee by deed dated November 6, 1961, and recorded in the office of the RMC for Greenville County in Deed Book 686, Page 183. Being the same property conveyed to Wallace E. Power by deed dated December 18, 1968 and recorded in the office of the RMC for Greenville County in Deed Book 858, Page 194.

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 Mortgagoe 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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