

SOUTH CAROLINA
FHA FORM NO. 5175W
(Rev. September 1970)

MORTGAGE



STATE OF SOUTH CAROLINA, {
COUNTY OF GREENVILLE }
}

FHA CASE NO. 150545
NCNB Loan No. 12089042

TO ALL WHOM THESE PRESENTS MAY CONCERN

Richard H. Mabry and Linda G. Mabry
Greenville County, South Carolina

hereinafter called the Mortgagor, send(s) greeting(s).

WHEREAS, the Mortgagor is well and truly indebted unto **NCNB Mortgage South, Inc.**

organized and existing under the laws of **South Carolina**, hereinafter called the Mortgagor, 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 two thousand one hundred fifty and 00/100----- Dollars (\$32,150.00)**, with interest from date of the note at **eight and one-half percent (8 1/2%) per annum until paid, said principal and interest being payable at the office of **NCNB Mortgage Corporation** 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 23/100----- Dollars (\$247.23)**, commencing on the first day of **February**, 1977, 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, 2008**.**

NOT, KNOW ALL MEN, That the Mortgagor, in consideration of the amount paid and for better securing the payment thereof to the Mortgagor, and also in consideration of the further sum of Three Dollars (\$3) to the Mortgagor in hand well and truly paid by the Mortgagor at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has executed, bargained, sold, and released, and in these presents does grant, bargain, sell, and release unto the Mortgagor, 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 situate, lying and being in Greenville County, South Carolina, known and designated as Lot No. 72 shown on a plat of the subdivision of Chesterfield Estates, Sec. 11 recorded in the RMC Office for Greenville County in plat book 5P at page 25.

This is the same property conveyed to the mortgagor by Westminster Company, Inc. by deed of even date herewith to be recorded.

NCNB Mortgage South, Inc.
PO Box 10338
Charlotte, NC 28237

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 heretofore 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 Mortgagor, 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 Mortgagor 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:

- 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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