

MORTGAGE

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

STATE OF SOUTH CAROLINA, }
COUNTY OF GREENVILLE } ss:

TO ALL WHOM THESE PRESENTS MAY CONCERN: Mark A. Sachs and Rose Dizick Sachs

Greenville, South Carolina, hereinafter called the Mortgagor, send(s) greetings:

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

organized and existing under the laws of South Carolina, 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 Forty Two Thousand Four Hundred Fifty and No/100-----Dollars (\$ 42,450.00-----), with interest from date at the rate of nine and one-half per centum (-----9 1/2%) per annum until paid, said principal and interest being payable at the office of NCNB Mortgage, Post Office Box 34069 in Charlotte, North Carolina

or at such other place as the holder of the note may designate in writing, in monthly installments of Three Hundred Fifty Six and 95/100-----Dollars (\$356.95-----), commencing on the first day of January, 1979, 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 December 2008

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:

ALL that piece, parcel or lot of land situate, lying and being in the said County and State, in the City of Greenville, and being known and designated as a portion of Lot No. 6, Section 3, Stone Land Co., on a plat recorded in the RMC Office for Greenville County, South Carolina, in Plat Book E, page 157, and having according to a more recent plat of the property of James J. Cassell and Rebecca A. Cassell the following metes and bounds, to wit:

BEGINNING at an iron pin on the northern side of West Earle Street which iron pin is 300 feet west from the northwestern corner of the intersection of Robinson Street and West Earle Street, and running thence N. 1-05 E. 266.9 feet to an iron pin; thence N. 86-06 W. 100 feet to an iron pin; thence S. 1-05 W. 57.9 feet to an iron pin; thence S. 86-06 E. 5 feet to an iron pin; thence S. 1-10 W. 207.9 feet to an iron pin on the northern side of West Earle Street; thence along the northern side of West Earle Street, S. 86-06 E. 100 feet to an iron pin, the point of beginning.

This being the same property conveyed to Mortgagors herein by deed of James J. Cassell and Rebecca A. Cassell dated and recorded 8 November 1978 in the RMC Office for Greenville County in Deed Book 1097 at page 502 .

Address of Mortgagee: Post Office Box34069, Charlotte, North Carolina 28234

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; and, provided, further, that in the event the debt is paid in full prior to maturity and

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