

MORTGAGE

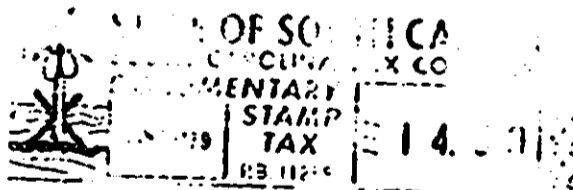
THIS MORTGAGE is made this 29th day of DECEMBER 1978, between the Mortgagor, RUSSELL RAY FLINGHUM (herein "Borrower"), and the Mortgagee, NCNB MORTGAGE SOUTH, INC., a corporation organized and existing under the laws of South Carolina, whose address is PO BOX 34069, CHARLOTTE NC 28234 (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of THIRTY FIVE THOUSAND (\$35,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated Dec. 29, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 1, 2009.

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

All those certain pieces, parcels and lots of land situate, lying and being in the county of Greenville, state of South Carolina, being shown and designated as Lots 415, 416 and 417 on a plat of BELLE MEADE, Section 4, recorded in the RMC Office for Greenville County in plat book QQ at page 103.

This is the same property conveyed to mortgagor by Martha H. Whatley by deed of even date herewith, to be recorded.



which has the address of 30 Pine Creek Court Greenville SC 29605 (herein "Property Address");

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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