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## NCNB Mortgage South, Inc. 800x

COUNTY OF GREENVILLE CO. S. C.

**CONSTRUCTION LOAN** MORTGAGE OF REAL ESTATE

Har 13 2 33 PH '78

GONNIE S. TANKERSLEY TO ALL WHOM THESE PRESENTS MAY CONCERN: R.M.G.

WHEREAS Nelson & Turner Home Builders, a Partnership

(hereinaster referred to as Mortgagor) is well and truly indebted unto NCNB Mortgage South, Inc. (hereinaster referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

Thirty-eight Thousand Four Hundred Dollars (\$ <u>38,400.00</u> terest thereon at the same rate as evidenced by the Mortgagor's note of even date herewith payable as therein stated, or as hereafter modified .) due and payable with in-

AUG 3 0 1978

McDonald & Cox

Attorneys at Law 115 Scootus Avenue

Greenville, South Carolina 29601

PAID IN FULL THIS 2

ASST. VICE PREDICTION

McDonald &  $C_{CX}$ Attorceys at Law 115 Brosius Avenue

Fremile, South Curling, 2541

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging 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 now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.