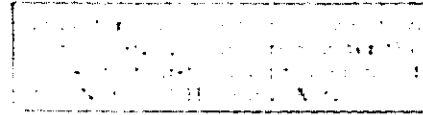


P. O. Box 10338
Charlotte, N. C.
28237

SOUTH CAROLINA
FHA FORM NO. 2735
REV. 5-22-64

MORTGAGE

1419-074



STATE OF SOUTH CAROLINA }
COUNTY OF Greenville }

TO ALL WHOM THESE PRESENTS MAY CONCERN That we, Daryl W. Brooks

Greenville, S. C.

and Charlotte B. Brooks of/ hereinafter called the Mortgagors, send greetings

WHEREAS, the Mortgagor is well and truly indebted unto

NCNB Mortgage South, Inc.

organized and existing under the laws of the State of South Carolina hereinafter called the Mortgagee, as evidenced by a promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of - - **Thirty-nine thousand nine hundred - - - - - Dollars \$ 39,900.00** with interest to the date at the rate of **Eight and one-half** per centum **8.5** per annum until paid, said principal and interest being payable at the time of **NCNB Mortgage Corporation** **P. O. Box 10338** 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 six and 83/100 - - - - - Dollars \$ 306.83** commencing on the first day of **February** **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, 2008**

NOT KNOWN ALL MEN, That the Mortgagors, in consideration of the interest debt and to better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) to the Mortgagee 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, conveyed, 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, City of Simpsonville** State of South Carolina, **being shown and designated as Lot 38 on a Plat of Section I, POWDERHORN, recorded in the PMC Office for Greenville County in Plat Book 4-X, at Page 95.** Said lot fronts an aggregate of 40.0 feet on Canebreak Lane; runs back to a depth of 100.0 feet on its western boundary; runs back to a depth of 140.0 feet on its eastern boundary, and is 144.7 feet across the rear.

This is the same property conveyed to the Mortgagors herein by deed of **Joe W. Hiller, dated December 30, 1977, to be recorded simultaneously herewith.**

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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.

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