

FILED  
GREENVILLE CO. S. C.  
SOUTH CAROLINA  
FORM NO. 2175M  
JUL 25 1978

FILED  
MORTGAGE  
GREENVILLE CO. S. C.

BOOK 1434 PAGE 448

This form is used in connection with mortgages insured under the new to loan provisions of the National Housing Act.

DONNIE S. TANKERSLEY  
STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

JUL 7 11 36 AM '78  
DONNIE S. TANKERSLEY  
R.M.C.

BOOK 1436 PAGE 980

TO ALL WHOM THESE PRESENTS MAY CONCERN: Donald P. Hays

of  
hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto NCNB MORTGAGE SOUTH, INC.

a corporation  
organized and existing under the laws of North Carolina 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 Nineteen Thousand Three Hundred and 00/100 ----- Dollars (\$19,300.00 --- ), with interest from date at the rate of Nine (9%) ----- per centum ( 9 %) per annum until paid, said principal and interest being payable at the office of NCNB MORTGAGE SOUTH, INC. in Charlotte, N. C.

or at such other place as the holder of the note may designate in writing, in monthly installments of One Hundred Fifty-five and 37/100 ----- Dollars (\$ 155.37 ), commencing on the first day of August , 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 July, 2008. ~~1978~~

NOT KNOWN 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 certain piece, parcel or lot of land with the buildings and improvements thereon, lying and being on the easterly side of Santuc Street in the Town of City View, County of Greenville, State of South Carolina, being known and designated as Lot No. 9 on Plat of Sunny Slope, as recorded in the RMC Office for Greenville County, S. C. in Plat Book F, Page 86, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the easterly side of Santuc Street, said pin being the joint front corner of Lots 7 and 9 and running thence with the common line of said lots S. 80-12 E. 150 feet to an iron pin, the joint corner of Lots 7, 8, 9, and 10; thence S. 9-48 W. 51 feet to an iron pin, the joint rear corner of Lots 9 and 11; thence with the common line of said lots N. 80-12 W. 150 feet to an iron pin on the easterly side of Santuc Street; thence with the easterly side of Santuc Street N. 9-48 E. 51 feet to an iron pin, the point of beginning.

This is the same property conveyed to the mortgagor herein by deed of Walter E. Brown and Nancy B. Nix, dated June 5, 1978, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1080, at Page 664 on June 7<sup>th</sup>, 1978.

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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Donnie S. Tankersley

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