

FILED GREENVILLE CO. S. C.

MORTGAGE

JUL 24 10 20 AM '78

DENNIE S. TANKERSLEY

THIS MORTGAGE is made this 20th day of July 1978, between the Mortgagor, Gary Dwayne Duvall and Johnnie Lee Duvall (herein "Borrower"), and the Mortgagee, NCNB Mortgage South, Inc., a corporation organized and existing under the laws of the state of South Carolina, whose address is P. O. Box 10338, Charlotte North Carolina 28237 (herein "Lender").

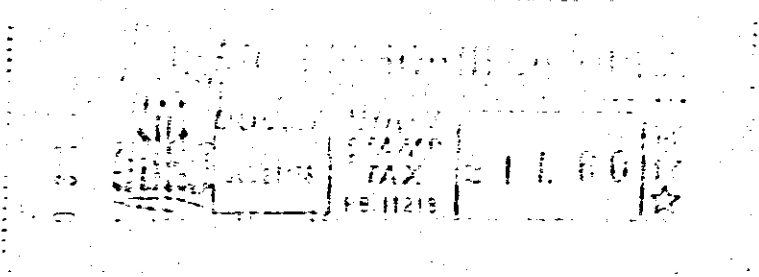
WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty Eight Thousand, Nine Hundred Fifty and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated July 20, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 1, 2008.

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 that piece, parcel or lot of land, together with all buildings and improvements thereon, situate, lying and being on the southwestern side of Blue Mountain Drive near the City of Greenville in the County of Greenville, State of South Carolina, and known and designated as Lot No. 56 of a subdivision known as Blue Mountain Park made by Beeson Engineering Company, said plat recorded in the R. M. C. Office for Greenville County, South Carolina in Plat Book EE at page 121, reference to which plat is hereby craved for the metes and bounds thereof.

The above property is the same conveyed to the mortgagor herein by deed recorded herewith given by Gail F. Davis and John P. Davis, dated July 20, 1978.

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which has the address of 27 Blue Mountain Drive, Greenville, South Carolina 29611 (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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