

Mortgagee's mailing address: P. O. Box 10338, Charlotte, North Carolina 28237

FILED
GREENVILLE CO. S. C.
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BOOK 1448 PAGE 152

MORTGAGE

THIS MORTGAGE is made this 4th day of August 1978, between the Mortgagor, Claire Oliver Lopez, Jr. and Patricia J. Lopez (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 Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty Eight Thousand and NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated August 4, 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 September 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 certain piece, parcel or unit, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Unit No. 163 of Inglewood Horizontal Property Regime as is more fully described in Master Deed dated October 1, 1974, and recorded in the RMC Office for Greenville County in Deed Vol. 1008 at Page 69 and survey and plot plan recorded in Plat Book 5-F at Page 79.

This being the same property conveyed to the mortgagors herein by deed of Redmond-Huguenin Enterprises, a Limited Partnership of even date and to be recorded herewith.

The within mortgage is given to replace mortgage dated August 4, 1978 being recorded in the RMC Office for Greenville County in Mortgage Book 1440 at Page 461 which was executed on the wrong form. This is not a new debt and no stamps are placed on this mortgage since the mortgage recorded in Book 1440 at Page 461 shows the documentary stamps. It is understood and agreed that the within mortgage takes the place of the mortgage recorded in Book 1440 at Page 461 and the within mortgage is collateral for the same indebtedness.

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which has the address of Unit 163, Inglewood Condominiums, Greenville, South Carolina 29615 (herein "Property Address");

501 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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