

FILED
GREENVILLE CO. S. C.
AUG 8 3 18 PM '79
DONNIE S. TANKERSLEY
R.M.C.

3475-330

MORTGAGE

THIS MORTGAGE is made this 3rd day of August 1979, between the Mortgagor, William Joseph Westhoff and William Gary Westhoff (herein "Borrower"), and the Mortgagee, NCNB Mortgage Corporation, a corporation organized and existing under the laws of the State of North Carolina, whose address is P. O. Box 34069, Charlotte, North Carolina 28234 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Seventy-five Thousand Two Hundred and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated August 3, 1979 (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, 2009.

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 with all buildings and improvements thereon, situate, lying and being on the eastern side of Pecan Hill Drive in Greenville County, South Carolina in Austin Township, being known and designated as Lot No. 27 on a plat entitled HOLLY TREE PLANTATION, PHASE II, SECTION II, made by Piedmont Engineers and Architects, dated January 10, 1974, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 5-D at Pages 47 and 48, reference to which is hereby craved for the metes and bounds thereof.

The above property is the same property conveyed to the mortgagors by deed of James O. McAllister to be recorded herewith.

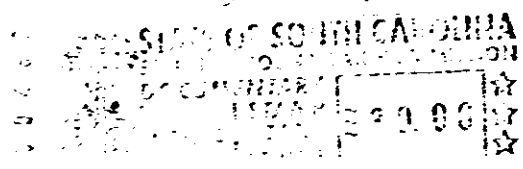
ALSO: All carpet located in the dwelling situate on the above premises.

STATE OF SOUTH CAROLINA, GREENVILLE County ss:

I, Jack H. Mitchell III, a Notary Public, do hereby certify unto all whom it may concern that Mrs. Marilyn S. Westhoff the wife of the within named William Gary Westhoff did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person whomsoever, renounce, release and forever relinquish unto the within named NCNB Mortgage Corporation, its Successors and Assigns, all her interest and estate, and also all her right and claim of Dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 3rd day of August 1979

Jack H. Mitchell III (Seal) *Marilyn S. Westhoff*
Notary Public for South Carolina My Commission expires 11/8/92



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which has the address of 103 Pecan Hill Drive, Simpsonville, S.C. 29681 (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 seized 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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