

Nov 2 11 39 AM '79

DONNIE S. TANNERSLEY
R.H.C.

MORTGAGE

1158 934

THIS MORTGAGE is made this 1st day of November 1979, between the Mortgagor, D. Ross Gill and Marilissa F. Gill (herein "Borrower"), and the Mortgagee, NCNB Mortgage Corporation, a corporation organized and existing under the laws of North Carolina whose address is Post Office Box 34069, Charlotte, North Carolina 28234 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty One Thousand Four Hundred and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated 1 November 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 1 November 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:

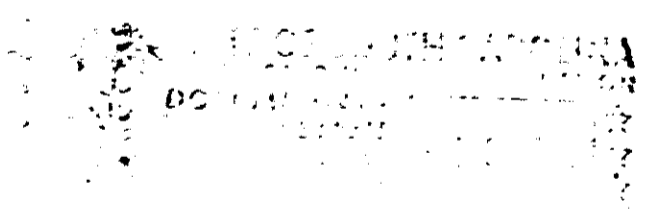
ALL that piece, parcel or lot of land situate, lying and being in said County and State being known and designated as Lot 44 on a plat of Henderson Forest recorded in Plat Book 4-R at page 41 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the right of way of Dahlglen Avenue at the joint front corner of Lots 34 and 44 and running thence with the right of way of Dahlglen Avenue S. 80-26 W. 80 feet to an iron pin at the joint corner with Lot 43; thence turning and running with the line of Lot 43 N. 9-34 W. 150 feet to an iron pin at the joint rear corner of Lots 44 and 43; thence turning and running with the rear of Lots 36 and 35 N. 80-26 E. 80 feet to an iron pin at the joint rear corner with Lot 34; thence turning and running with the line of Lot 34 S. 9-34 E. 150 feet to the point of beginning.

This being the same property conveyed to Mortgagors herein by deed of Lawrence Reid dated 1 November 1979 and recorded 2 November 1979 in the RMC Office for Greenville County in Deed Book 1114 at page 856.

Address of Mortgagee: Post Office Box 34069, Charlotte, N. C. 28234

It is understood that the carpet in said residence is also considered to be real estate by all parties concerned.



which has the address of Lot 44 Dahlglen Avenue Greenville, S.C. 29615 (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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