

FILED
GREENVILLE CO. S. C.
NOV 16 2 11 PM '79
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

1488 578

THIS MORTGAGE is made this 15 day of NOVEMBER 19.79., between the Mortgagor, JOHN MICHAEL SMART and SHEILA HALL SMART (herein "Borrower"), and the Mortgagee, NCNB MORTGAGE CORPORATION, a corporation organized and existing under the laws of North Carolina whose address is P.O. Box 34069, Charlotte, NC 28234. (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of SIXTY FOUR THOUSAND TWO HUNDRED FIFTY (\$64,250.00) Dollars, which indebtedness is evidenced by Borrower's note dated November 15, 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 December 1, 2010

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 Greenville County, South Carolina, known and designated as Lot No. 18, shown on plat of the subdivision of HOLLY TREE PLANTATION, PHASE III, SEC 1, recorded in the RMC Office for Greenville County in plat book 6 H page 75.

This is the same lot conveyed to mortgagors by Foothills Delta P. Inc. by deed of even date herewith to be recorded.

Also wall to wall carpeting located in house on above property.

RECORDED IN THE PUBLIC RECORDS OF GREENVILLE COUNTY, SOUTH CAROLINA
ON NOVEMBER 15, 1979
BY DONNIE S. TANKERSLEY, R.M.C.

which has the address of 1105 Plantation Drive Simpsonville, S.C. (Street) (City)
29681 (herein "Property Address"); (State and Zip Code)

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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