

MORTGAGE

NOV 25 4 30 PM '79

DONNIE S. TANKERSLEY

THIS MORTGAGE is made this 28th day of November 1979, between the Mortgagor, R. Lenhardt Lathem and Janie W. Lathem (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, North Carolina 28234 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty Thousand and no/100 (\$40,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated November 28, 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, 2009;

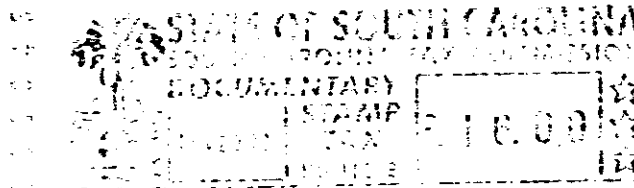
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 Greenville County, South Carolina, being shown and designated as Lot 30 on a plat of Westcliffe, prepared by Piedmont Engineers and Architects, December 11, 1963, recorded in the R.M.C. Office for Greenville County in Plat Book YY, at pages 168 and 169, and having the following metes and bounds to wit:

BEGINNING at an iron pin on the southern side of Elmhurst Road at the joint corner of lots 30 and 31, thence with the joint line of said lots S. 37-40 W., 295 feet to an iron pin; thence N. 85-02 E., 131.2 feet to an iron pin; thence N. 49-54 E., 200 feet to an iron pin on the southern side of Elmhurst Road; thence with said road, N. 43-43 W., 70 feet to an iron pin; thence continuing with said road, N. 52-12 W., 70 feet to the point of beginning.

For derivation of title, see deed from Daniel F. Williamson, dated January 16, 1979, recorded February 2, 1979, in Deed Book 1096 at page 482.

Included as a part of the real estate covered by this mortgage, is the carpet presently located in the subject premises and which is affixed thereto as a fixture and included as security.



which has the address of 101 Elmhurst Road, Greenville, S. C. 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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