COUNTY OF __GREENVILLE

200 1429 at 503

MORTGAGE OF REAL PROPERTY

April THIS MORTGAGE made this among Gary W. Boley & Sandra L. Boley (hereinafter referred to as Mortgagor) and FIRST UNION MORTGAGE CORPORATION, a North Carolina Corporation (hereinafter referred to as Mortgagee):

WITNESSETH THAT, WHEREAS, Mortgagor is indebted to Mortgages for money loaned for which Mortgagor has executed and delivered to Mortgagee a Note of even date herewith in the principal sum of Seven Thousand, Four Hundred & No/100 (S 7,400.00 ___), the final payment of which April 15 19 86 is due on , together with interest thereon as provided in said Note, the complete provisions whereof are incorporated herein by reference;

AND WHEREAS, to induce the making of said loan, Mortgagor has agreed to secure said debt and interest thereon (together with any future advances) and to secure the performance of the undertakings prescribed in the Note and this Mortgage by the conveyance of the premises hereinafter described:

NOW, THEREFORE, in consideration of the aforesaid loan and the sum of Three Dollars (\$3.00) cash in hand paid to Mortgagor, the receipt of which is hereby acknowledged, Mortgagor hereby grants, sells, conveys, assigns and releases to Mortgagee, its successors and assigns, the following described premises located in Greenville . County, South Carolina:

ALL that piece, parcel or lot of land situate, lying and being in Paris Mountain Township, Greenville County, South Carolina, on the northwestern side of State Park Road, and being known and designated as Lot 24 on a Plat of Sylvan Manor, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 4-R at Page 33, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING on the northwestern edge of State Park Road, at the joint front corner of Lots 24 and 25, and running thence along a line of Lot 25, N. 4-35 E. 233.8 feet to a point; thence along a line of Lot 23, N. 89-20 E. 100.4 feet to a point on the western edge of Jennifer Court; thence along the western edge of Jennifer Court, S. 10-51 E. 35 feet to a point; thence continuing along the western edge of said Court, S. 1-21 E. 90.3 feet to a point; thence continuing along the edge of said Court, S. 8-09 W. 100 feet to a point; thence along the northwestern corner of the intersection of Jennifer Court and State Park Road, S. 53-04 W. 35.35 feet to a point; thence along the northwestern edge of State Park Road, N. 82-48 W. 85.85 feet to the beginning corner.

THIS being the same property conveyed to the mortgagors herein by deed of Virgil Burket, recorded in the RMC Office for Greenville, S.C. on Sept. 15, 1972, in Deed Book 955 at Page 274.

(continued on back page)

Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in anywise incident or appertaining. Including but not limited to all buildings, improvements, fixtures, or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures, or darticles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and also together with any screens, window shades, storm doors and windows, screen doors, awnings, stoves and water heaters (all of which are declared to be a part of said real estate whether physically attached thereto or not).

TO HAVE AND TO HOLD the same with all privileges and appurtenances thereunto belonging to Mortgagee, N its successors and assigns, forever, for the purposes hereinafter set out and Mortgagor covenants with Mortgagee, its successors and assigns, that Mortgagor is seized of, and has the right to convey, the premises in fee simple; that the premises are free and clear of all encumbrances except for a prior Mortgage, if any; and that Mortgagor will warrant and defend title to the premises against the lawful claims of all persons whomsoever.

MORTGAGOR COVENANTS with Mortgagee, its heirs, successors and assigns as follows:

- 1. NOTE PAYMENTS. Mortgagor shall make timely payments of principal and interest on the above mentioned Note in the amounts, in the manner and at the place set forth therein. This Mortgage secures payment of said Note according to its terms, which are incorporated herein by reference.
- 2. TAXES. Mortgagor shall pay all taxes, charges and assessments which may become a lien upon the expremises hereby conveyed before any penalty or interest accrues thereon and shall promptly deliver to Mortgagee (at its request) official receipts evidencing payment thereof. In the event of the passage after the date of this Mortgage of any law imposing a federal, state or local tax upon Mortgage or debts secured thereby, the Hwhole principal sum (together with interest) secured by this Mortgage shall, at the option of Mortgagee, its successors and assigns, without notice become immediately due and payable.

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THE ASSESSMENT

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