

37 Villa Road, Greenville, S.C.
STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

GREENVILLE CO. S.C.
FILED
JUN 25 1978
RECORDED

BOOK 1437 PAGE 349

MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 27th day of June, 19 78,
among Donald L. Gilbert and Patty B. Gilbert (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 Mortgagee for money loaned for which Mortgagor has executed and delivered to Mortgagee a Note of even date herewith in the principal sum of Six Thousand, One Hundred & No/100 (\$ 6,100.00), the final payment of which is due on July 15 19 84, 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 lot of land in the State of South Carolina, County of Greenville, being shown as Lot Number 20 on plat of Millcreek Estate recorded in the RMC Office for Greenville County, South Carolina in Plat Book 4-X at Pages 87 and 88, reference is hereby craved for a metes and bounds description thereof.

THIS being the same property conveyed to the mortgagors herein by deed of Mill Creek a limited partnership, dated June 28, 1977, recorded in the RMC Office for Greenville County, South Carolina on June 28, 1977 in Deed Book 1059 at Page 424.

THIS mortgage is second and junior in lien to that mortgage given to First Federal Savings & Loan Association in the amount of \$44,000.00, which mortgage was recorded in the RMC Office for Greenville County, S.C. in Mortgage Book 1415 at Page 446 on November 10, 1977.

RECORDED
JUN 25 1978
TAX 02.44
RECORDED

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 articles, 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, 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 premises 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 whole 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.

0348

4328 RV-2