THIS MORTGAGE made this 16th day of January 19 79 among David L. Wallace & Teressa N. Wallace (hereinafter referred to as Mortgagor) and FIRST UNION MORTGAGE CORPORATION, a North Carolina Corporation (hereinafter referred to as Mortgagee):

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:

All that piece, parcel or lot of land in the County of Greenville, State of South Carolina, situate, lying and being on the eastern side of Turbleweed Terrace and being known and designated as lot No. 68 on plat of GROVELAND DELL Subdivision, Section Three, recorded in the RMC Office for Greenville County in Plat Book 4-R at Page 2, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Turblewood Terrace, joint front corner of los 68 and 69 and running thence N. 88-05 E. 200 feet to an iron pin; running thence S. 01-55 E. 100 feet to an iron pin, joint rear corner of lots 68 and 67; running thence S. 88-05 W. 200 feet to an iron pin on the eastern side of Turblewood Terrace; running thence with the eastern side of Turblewood Terrace, N. 01-55 W. 100 feet to the point of beginning.

THIS being the same property conveyed to the mortgagors herein by deed of O. H. Ogle Builders, Inc., dated July 27, 1976, recorded in the RMC Office for Greenville County, South Carolina on July 26, 1978 in Deed Book 1084 at Page 11.

THIS mortgage is second and junior in lien to that mortgage given to South Carolina Federal Savings & Loan Association in the amount of \$34,000.00, which mortgage was recorded in the RMC Office for Greenville County, S.C. on July 28, 1978 in Mortgage Book 1439 at Page 497.



Together with all and singular the rights, members, hered taments and appurtenances to said premises belonging or in anywise inclident 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, stokes 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:

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- 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 pramises 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.

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