

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 13th day of September, 1979,
among Charles Donald Smith and JoAnn P. Smith (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 Seventeen Thousand Three Hundred & no/100 (\$ 17,300.00), the final payment of which is due on September 15, 1989, 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 with all buildings and improvements thereon, situate, lying and being on the eastern side of Ashley Oaks Drive, in the City of Simpsonville, Greenville County, S.C., being shown and designated as Lot No. 25 on a plat of Brentwood, Section 2, made by Piedmont Engineers and Architects, dated May 19, 1972, recorded in the RMC Office for Greenville County, S.C., in Plat Book 4-R at page 5, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Ashley Oaks Drive at the joint front corner of Lots No. 24 and 25, and running thence along the common line of said lots, N. 54-0 E., 153 feet to an iron pin; thence S. 36-0 W. 105 feet to an iron pin at the joint rear corner of Lots No. 25 and 26; thence along the common line of said lots, S. 54-0 W., 153 feet to an iron pin on the eastern side of Ashley Oaks Drive; thence along the eastern side of said drive, N. 36-0 W., 105 feet to an iron pin, the point of Beginning.

This being the same property conveyed to the Mortgagors herein by deed of Rackley, Builder-Developers, Inc. recorded June 17, 1975 in Deed Volume 1019 at page 934. This mortgage is second and junior in lien to that mortgage in favor of First Federal Savings & Loan Association in the original amount of \$30,300, recorded May 8, 1974 in Mortgage Book 1309 at page 536.

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.

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