

37 Villa Road, Greenville, SC 29615 GREENVILLE CO. S. C.

BOOK 1489 PAGE 112

STATE OF SOUTH CAROLINA) NOV 21 10 33 AM '79
COUNTY OF GREENVILLE) DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 16th day of November, 19 79, among Thomas E. Evans and Carolyn V. Evans (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 Ten Thousand and No/100----- (\$ 10,000.00----), the final payment of which is due on December 15 19 89, together with interest thereon as provided in said Note, the complete provisions whereof are incorporated herein by reference;

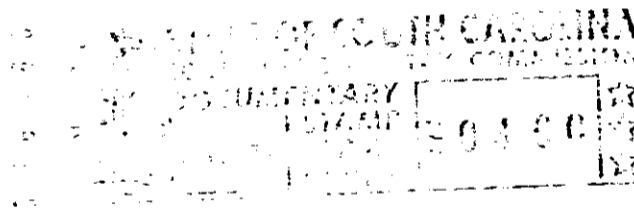
AND WHEREAS, to induce the making of said loan, Mortgagor has agreed to secure said debt and interest thereon (together with any future advances) and to secure the performance of the undertakings prescribed in the Note and this Mortgage by the conveyance of the premises hereinafter described:

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 in the County of Greenville, State of South Carolina, being known and designated as Lot No. 134 on a plat of PINE BROOK FORREST subdivision, according to a plat prepared by Charles K. Damm, Surveyor, said plat being recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 4-X at Pages 48 and 49. Reference to said plat being hereby craved for a more particular description.

This is the same property conveyed to the mortgagors herein by deed of Milton Luther Cox and Betty Jones Cox recorded in the R.M.C. Office for Greenville County, South Carolina on June 19, 1975 in Deed Book 1020 at Page 43.

This mortgage is junior and second in lien to that mortgage given to Laurens Federal Savings and Loan Association in the original amount of \$26,800.00 recorded in the R.M.C. Office for Greenville County on June 19, 1975 in Mortgages Book 1342 at Page 148.



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:

- 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.
- 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 Mortgagee 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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