

113 Delmar Dr. imp to,
Simpsonville, S.C.
STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

800. 1489 726

MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 20th day of November, 1979,
among Roy P. Jolly, Jr. & Reba T. Jolly (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 Three thousand and 00/100 (\$ 3,000.00), 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, with all improvements thereon, or hereafter constructed thereon, situate, lying and being on the eastern side of Delmar Drive, in the Town of Simpsonville, Greenville County, South Carolina, being shown and designated as Lot No. 46 on a plat of Brentwood, Section 2, made by Piedmont Engineers and Architects, Surveyors, dated May 19, 1972, recorded in the RMC Office for Greenville County, S.C., in Plat Book 4-R, Page 5, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point in the edge of Delmar Drive, said point being the joint front corner with Lot 45 and running thence along the joint property line of Lot 45 N. 54-00 E. 154 feet to a point, said point being the joint rear corner with Lot 45; running thence S. 36-00 E. 110 feet to a point, said point being the joint corner with Lot 47; running thence along the joint property line of Lot 47 S. 54-00 W. 154 feet to a point in the edge of Delmar Drive, said point being the joint front corner with Lot 47; and running thence along the edge of Delmar Drive N. 36-00 W. 110 feet to the point of beginning.

Excluded from the above-described property, however, is a five foot strip off the northernmost side lot line described by metes and bounds as follows: BEGINNING at an iron pin at the joint front corners of Lots Nos. 45 & 46 on the eastern side of Delmar Drive and running thence along the common line of said Lots N. 54-00 East 154 feet to an iron pin; thence S. 36-00 E. 5' to a point; thence a new line through Lot 46 S. 54-00 W. 154 feet to an iron pin on Delmar Drive; thence along the eastern side of Delmar Drive N. 36-00 W. 5 feet to the point of beginning.

This is the identical property conveyed to the Mortgagors herein by Deed from Gabriel R. & Joan B. Amatucci recorded in the RMC Office for (SEE REVERSE) 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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