

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

FILED
GREENVILLE CO. S. C.

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MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 10th day of October, 19 80,
among James R. Hess and Sidney B. Hess (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 Five Thousand Two Hundred & No/100 (\$ 5,200.00), the final payment of which is due on October 15 19 90, 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, situate, lying and being on the eastern side of Forest Drive, County of Greenville, State of South Carolina, and being known and designated as Lot 12 on Plat entitled Look-up Forest, Section 1, Subdivision prepared by Carolina Engineering & Surveying Co. dated April 1, 1969, recorded in the RMC Office for Greenville County in Plat Book "TTT", at Page 79, and having, according to said Plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Forest Drive at the joint corner of Lots 11 and 12 and running thence with common line of said lots, S. 78-40 E. 169.7 feet to an iron pin; thence, S. 7-40 W. 110 feet to an iron pin in a 10-foot walkway; thence with the center of said walkway, N. 75-35 W. 184.5 feet to an iron pin on the eastern side of Forest Drive; thence with said drive, N. 13-55 E. 100 feet to the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of Harry A. Peacock, III, which is being recorded simultaneously herewith in the RMC Office for Greenville County, South Carolina, in Deed Book 1136, at Page 124.

The lien of this mortgage is junior and inferior to that mortgage given to Lincoln Home Mortgage Company, dated March 4, 1977, and recorded in the RMC Office for Greenville County, South Carolina, in REM Book 1390, at page 974; which mortgage was subsequently assigned to Engel Mortgage Co., Inc by assignment recorded in the RMC Office for Greenville County, S.C., in REM Book 1411, at Page 162.
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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