STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE (C) BOOK 1526 PAGE 313

MORTGAGE OF REAL PROPERTY

A R C 2415Y day of November THIS MORTGAGE made this among Nancy L. Wolfe DeDominick & Robert F. De- (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 Twenty Two Thousand Five Hundred & 00/100\$ 22,500.00), the final payment of which __ 19 <u>90</u>___ ____, together with interest thereon as is due on <u>December 15</u> 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 <u>Greenville</u> County, South Carolina:

ALL that piece, parcel or lot of land in Gantt Township, Greenville County, State of South Carolina, known and designated as Lot No. 83 according to a plat of Property of Woodfields, Inc., a Subdivision, located on the southwesterly side of Augusta Road, said lot having the following metes and bounds as shown on plat made by Dalton & Neves Engineers, recorded in the RMC Office for Greenville County, S.C. in Plat Book S, page 113:

BEGINNING at a point on the southerly side of Brookforest Drive at the joint front corner of Lots 82 and 83 and running thence along the line of Lot 82 S. 38-20 W. 160 feet to an iron pin at the rear corner of Lot 82; thence N. 51-40 W. 80 feet to an iron pin at the rear corner of Lot 84; thence along the line of Lot 84 N. 38-20 E. 160 feet to an iron pin on Brookforest Drive; thence along Brookforest Drive S. 51-40 E. 80 feet to the point of beginning.

This Mortgage is junior in lien of priority to that certain Mortgage held by Carolina Federal Savings and Loan Association dated March 16, 1979 and recorded in the RMC Office for Greenville County in Mortgage Book 1460 at Page 30.

This is the identical property conveyed to the mortgagor herein by deed of E. C. Trammell dated March 16, 1979 and recorded in the RMC Office for Greenville County in Deed Book 1098 at Page 576 on March 16, 1979.

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.
- 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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