

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

OF GREENVILLE S. C.

BOOK 1516 PAGE 29

JUN 15 1981 MORTGAGE OF REAL PROPERTY

WITNESSES: W. B. WILSON

THIS MORTGAGE made this 26th day of June, 19 81,  
among Michael W. Murphy and Cherie E. Murphy (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  
Thirteen Thousand Six Hundred and no/100s 13,600.00), the final payment of which  
is due on July 15, 19 91, 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 certain piece, parcel or lot of land with all buildings and  
improvements thereon, situate, lying and being in the County of Green-  
ville, State of South Carolina being known and designated as Lot No. 46  
as shown on a plat of MORNINGSIDE made by Dalton & Neves dated December,  
1952, recorded in Plat Book FF at Pages 83, 84 and 85 and having accord-  
ing to a more recent survey thereof entitled PROPERTY OF MICHAEL W. MURPHY  
AND CHERIE E. MURPHY made by Freeland & Associates dated June 25, 1981  
the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of Collingwood Drive  
(formerly Clearview Avenue) at the joint front corner of lots 45 and  
46 and running thence along the common line of said lots, N. 35-53 E.  
201.83 feet to an iron pin; thence S. 54-15 E. 172.92 feet to an iron  
pin on the northwestern side of Estanolle Street; thence along the  
northwestern side of Estanolle Street, S. 47-57 W. 127.31 feet to an  
iron pin; thence with the curve of the northwestern side of Estanolle  
Street, the chords of which are S. 66-12 W. 96.59 feet to an iron pin  
and S. 76-00 W. 30.62 feet to an iron pin; thence with the curve of  
the intersection of Estanolle Street and Collingwood Drive, the chord  
of which is N. 52-09 W. 31.06 feet to an iron pin on the northeastern  
side of Collingwood Drive; thence along the curve of the northeastern  
side of Collingwood Drive, the chord of which is N. 23-12 W. 54.50 feet  
to an iron pin, the point of beginning.

The above property is the same property conveyed to the mortgagors by deed  
of W. Brooks Fortune and Joan H. Fortune to be recorded herewith.

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 and any other Note obligations of mortgagor which are secured by Liens which have priority over the Note  
obligation herewith secured 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 will pay all taxes, assessments, water rates, and other governmental or municipal  
charges, fines, or impositions, for which provision has not been made herein before, and in default thereof the mort-  
gagee may pay the same; and will promptly deliver the official receipts therefor to the mortgagee. If the mortgagor  
fails to make any payments provided for in this section or any other payments for taxes, assessments, or the like,  
then, the entire amount of the debt secured, or intended to be secured, shall forthwith become due, at the option of  
said mortgagee.

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