First Union Kortgage Corporation, Charlotte, N. C. 28288 STATE OF SOUTH CAROLINA. ) 20.5.C. COUNTY OF \_Greenville\_\_\_\_ ) MORTGAGE OF REAL PROPERTY 11E 1 2 24 PH 182 THIS MORTGAGE made this with 8th North day of \_\_\_\_\_ February\_\_\_\_\_\_ S. Roddy among Jack A. Roddy and Shirley'S \_\_ (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 Pifteen Thousand and No/100----- (\$ 15.000.00 ), the final payment of which \_\_\_\_\_\_\_ 19 \_\_92\_\_\_\_\_, together with interest thereon as is due on <u>February 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 Greenville County, South Carolina: All that certain piece, parcel, or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying, and being in the State of South Carolina, County of Greenville, and being known and designated as Lot No. 123, on a plat of Green Valley Subdivision, prepared by Piedmont Engineering Service, dated December 20, 1957, and recorded in the RMC Office for Greenville County, S. C., in Plat Book 'QQ', at Pages 2 and 3, and which lot is more particularly described as follows: BEGINNING at an iron pin on the east line of Round Hill Road, at the joint front corner of Lots Nos. 122 and 123, and running thence along the joint line of said lots, N. 85-59 E. 283.3 feet to an iron pin on the line of Lot No. 130, joint rear corner of Lots Nos. 122 and 123; thence with the joint line of Lots Nos. 123 and 130, N. 5-13 E. 168 feet to an iron pin, joint comer of Lots Nos. 123, 124, 129, and 130; thence with the joint line of Lots Nos. 123 and 124, N. 79-18 W. 321 feet to an iron pin in the east line of West Round Hill Road, the joint front corner of Lots Nos. 123 and 124; thence with the line of said Road, S. 7-15 W. 75 feet; thence S. 7-04 E. 175 feet to the point of BEGINNING. The within is the identical property heretofore conveyed to the mortgagors by deed of Charlton P. Armstrong, recorded 9 May 1977, RMC Office for Greenville County, S. C., in Deed Book 1056, at Page 233. This is a second mortgage. 37 Villa Roa MORTGAGEE'S MAILING ADDRESS: 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,

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. Mortgator shall make timely payments of principal and interest on the above mentioned Note and any Note(s) secured by lien(s) having priority over Mortgagee's within described lien in the amounts, in the manner and at the places set forth therein. This mortgage secures payment of said Mortgagee's 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 mortgagee may pay the same; and will promptly deliver the official receipts therefor to the mortgagee. If the mortgagor offails to make any payments provided for in this section or any other payments for taxes, assessments, or the like, which 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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