

STATE OF SOUTH CAROLINA SEP 21 3 44 PM '82

COUNTY OF GREENVILLE DONNIE S TANKERSLEY R.M.C.

MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 17th day of September, 19 82, among John W. Whitehurst and Linda S. Whitehurst (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 Ten Thousand and No/100----- (\$ 10,000.00-----), the final payment of which is due on October 1 19 87, 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 situate, lying and being in the State of South Carolina, County of Greenville, on the Southeastern side of Balcome Boulevard in the County of Greenville, State of South Carolina and being known and designated as Lot 29 on Plat of Addition to Lakewood recorded in the RMC Office for Greenville County, State of South Carolina in Plat Book 4-F, Page 38, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southeastern side of Balcome Boulevard being the joint front corner of Lots 28 and 29; and running along the line of said lots, S. 36-06 E. 200 feet to an iron pin; thence S. 53-54 W. 120 feet to an iron pin; thence along the common line of Lots 29 and 30 N. 36-06 W. 200 feet to an iron pin on the Southeastern side of Balcome Boulevard; thence along said Balcome Boulevard N. 53-54 E. 120 feet to the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of Paul Reid and Johnnie U. Reid which deed was recorded in the RMC Office for Greenville County in Deed Book 1041 at Page 734 dated August 24, 1976.

This mortgage is second and junior in lien to that mortgage given in favor of Carolina Federal Savings & Loan Association which mortgage is recorded in the RMC Office for Greenville County in Mortgage Book 1376 at Page 104 in the original amount of \$33,600.00 dated August 24, 1976.

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 mortgagee 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.

RECEIVED SEP 21 1982 STATE OF SOUTH CAROLINA DEPARTMENT OF REVENUE TAX COMMISSION

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