

37 Villa Rd., Greenville, S.C.

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

825644

BOOK 1450 PAGE 941

MORTGAGE OF REAL PROPERTY
NOV 70 1057

THIS MORTGAGE made this 10th day of November, 19 78,
among Russell J. McKinnon & Sandra J. McKinnon (after 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 November 15 19 88, together with interest thereon as provided in said Note, the complete provisions whereof are incorporated herein by reference;

said pin being the joint front corner of Lots 118 and 119 and running thence with the common line of said Lots, S. 46-48-38 E. 169.13 feet to an iron pin, the joint rear corner of Lots 118 and 119; thence N. 45-16-51 E. 130.08 feet to an iron pin, the joint rear corner of Lots 119 and 120, thence with the common line of said Lots, N. 48-26-40 W. 175.68 feet to an iron pin on the southeasterly side of Sun Meadow Road; thence with the southeasterly side of Sun Meadow Road S. 42-22-21 W. 121.33 feet to an iron pin; thence continuing with Sun Meadow Road S. 43-11-22 W. 3.67 feet to an iron pin, the point of beginning.

THIS being the same property conveyed to the mortgagors herein by deed of M. G. Proffitt, Inc., dated June 1, 1978, recorded in the RMC Office for Greenville, S.C. June 2, 1978 in Deed Book 1080 at Page 324.

THIS mortgage is second and junior in lieu to that mortgage given to First Federal Savings & Loan in the amount of \$62,000.00, recorded February 20, 1978 in Mortgage Book 1423 at Page 772, RMC Office, Greenville, S.C.

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, 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 deemed 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 thereto in law and equity, unto Mortgagee, its successors and assigns, forever, for the purposes hereinafter set out and Mortgagee covenants with Mortgagor, 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.

FUMC 120 SC 12 76

ATTEST:
Notary Public
P. O. Box 2388, Greenville, South Carolina 29602

1057

4328 NY.2