

37 Villa Road, Greenville, SC 29615
STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

826/04 c 83341512 PAGE 619
FILED
GREENVILLE CO. S. MORTGAGE OF REAL PROPERTY
BOOK 77 PAGE 1248
AUG 25 12 13 PM '80
19 80

THIS MORTGAGE made this 22nd day of August, 19 80,
among Frank Dean Smith and Ourline H. Smith (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, Seven Hundred and No/100--- (\$ 13,700.00----), the final payment of which is due on September 15, 19 85, together with interest thereon as provided in said Note, the complete provisions whereof are incorporated herein by reference;

recorded in the R.M.C. OFFICE FOR GREENVILLE COUNTY, South Carolina, on
September 13, 1968 in Deed Volume 852 at Page 293.

This mortgage is second and junior in lien to that mortgage given in favor of First Federal Savings and Loan Association in the original amount of \$27,000.00 recorded in the R.M.C. Office for Greenville County, South Carolina, on February 28, 1977 in Mortgages Book 1390 at Page 318.

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).

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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 hereunto described, that the premises are free and clear of all encumbrances except for a prior Mortgage of FIRST UNION MORTGAGE CORPORATION and that Mortgagee will warrant and defend title to the premises against the lawful claims of all persons who may claim an interest therein.

MORTGAGOR COVENANTS with Mortgagee, its heirs, successors and assigns as follows:

1. NOTE PAYMENTS. Mortgagee 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.

R.M.C. 1-22 SC REV 10-79

FRIDAY
JUL 27 1980
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