

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

FILED  
 GREENVILLE CO. S. O. 826126  
 SEP 24 2 56 PM '80  
 DORRIS S. TANKERSLEY  
 R.M.C.

BOOK 80 PAGE 1439  
 BOOK 1517 PAGE 423

MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 23rd day of September, 19 80,  
 among Richard J. Herdtklotz and Sharon B. Herdtklotz (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 15 19 90, together with interest thereon as provided in said Note, the complete provisions whereof are incorporated herein by reference; to an iron pin on the eastern side of Leyswood Drive, the point of beginning.

This being the same property conveyed to the mortgagors herein by Deed of Howard W. Rowland and Denise H. Rowland dated May 2, 1979 and recorded in the R.M.C. Office for Greenville County, South Carolina, on May 3, 1979 in Deed Volume 1101 at Page 745

This mortgage is second and junior in lien to that mortgage given in favor of Fidelity Federal Savings and Loan Association in the original amount of \$36,914.19 recorded in the R.M.C. Office for Greenville County, South Carolina, in Mortgages Book 1465 at Page 266 on May 3, 1979.

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, 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 Mortgagee covenants with Mortgagee, its successors and assigns, that Mortgagor is seized of, and has the right to convey, the premises hereinafter described that the premises are free and clear of all encumbrances except for a prior Mortgage of Mortgagee and that Mortgagee 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:

- 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.
- 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.

MAY 4 7 1983  
 R.M.C. OFFICE  
 GREENVILLE COUNTY, S.C.  
 DOCUMENTARY TAX STAMP  
 \$ 0 4 0 0  
 RILEY, LAYNE & STEWARD  
 MAY 17 1983

*Cancelled  
 Dorris S. Tankersley  
 R.M.C.*

