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 X STATE OF SOUTH CAROLINA )  
 COUNTY OF GREENVILLE )  
 FILED GREENVILLE CO. S. C. 825983 BOOK 1493 PAGE 28  
 JAN 11 2 07 PM '80  
 DONNIE L. TANKERSLEY R.M.C. MORTGAGE OF REAL PROPERTY BOOK 82 PAGE 1809

THIS MORTGAGE made this 7th day of January, 19 80, among JERRY D. SIMMONS (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 ELEVEN THOUSAND EIGHT HUNDRED & NO/100 (\$ 11,800.00 ), the final payment of which is due on January 15 19 90, 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 See Plat Book 5N, page 19.

This being same property conveyed to Jerry D. & Betty O. Simmons by W. H. Griffith, Aug. 29, 1975, recorded in RMC Office Sept. 9, 1975, Deed Book 1023, page 893. Betty O. Simmons conveyed her one-half interest to Jerry D. Simmons Nov. 4, 1976, in Deed Book 1045, page 665.

This mortgage is junior in lien to that certain mortgage to United Federal Saving & Loan Assn. in original sum of \$31,500.00 recorded in RMC Office 10-15-83 in Mortgage Book 1350, page 305.

PAID AND FULLY SATISFIED  
 FIRST UNION MORTGAGE CORPORATION  
 BY: *[Signature]*  
 Vice President  
 WITNESS: *[Signature]*

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:

- 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.

FUMC 120 SC 12-76

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CORPORATE RECORDS DIV.

