PREMITTE CO. S. O MORTGAGE OF REAL PROPERTY 37 Villa Road, Greenville, S.C. STATE OF SOUTH CAROLINA) COUNTY OF GREENVILLE 29th September THIS MORTGAGE made this _ Sam L. Brown (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 leaned for which m Mortgagor has executed and delivered to Mortgagee a Note of even date herewith in the principal sum of Seven Thousand, Two Hundred & No/100-- (S 7,200.00 __), the final payment of which 19 <u>8</u>7 October 15 ____, together with interest thereon as is due on . 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

ALL that certain piece, parcel or lot of land in the State of South Carolina, County of Greenville, being shown and designated as Lot Number 85, Section 3, of Sheffield Forest, on plat made by Carolina Engineering and Surveying Company, dated May 26, 1965, recorded in Plat Book III at Page 157 in the RMC Office for Greenville County, and having, according to said plat, the following metes and bounds, to-wit:

-3700 -24E

__ County, South Carolina:

BEGINNING at an iron pin on the Northeastern side of Confederate Circle, at the joint front corner of Lots 85 and 86 and running thence withthe common line of said lots, N. 74-08 E. 197.3 feet; thence along the rear line of Lot 85, S. 30-15 E. 136.0 feet to a point; thence S. 75-0 W. 241.5 feet to an iron pin on the Northeastern side of Confederate Circle, front corner of Lot 85; thence with the Northeastern side of said Circle, N. 11-14 W. 128.5 feet to the point of beginning.

THIS mortgage is second and junior in lien to that mortgage given in favor of Cameron-Brown Company, which mortgage is recorded in the RMC Office for Greenville County, S.C. in Mortgage Book 1107 at Page 655.

THIS being the same property conveyed to the mortgagors herein by deed of Andrew C. Pacewic and Veronica M. Pacewic, dated December 16, 1974 and recorded in the RMC Office for Greenville County, S.C. in Deed Book 1012 at Page 274 on December 27, 1974.

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 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

Greenville