STATE OF SOUTH CAROLINA)
COUNTY OF __Greenville____)

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MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 23rd day of May, 19 80, among Kenneth A. Fedder and Faye A. Fedder (hereinafter referred to as Mortgagor) and FIRST UNION MORTGAGE CORPORATION, a North Carolina Corporation (hereinafter referred to as Mortgagee):

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:

All that lot and parcel of land, situate, lying and being in said County and State, on the northern side of Forestwood Drive, near the City of Greenville, and known and designated as all of Lots Nos. 3 and 4 of a subdivision of property of R. A. Bowen, said plat recorded in RMC Office for Greenville County in Plat Book 00 at page 326, reference to said plat hereby pleaded for a more complete description as to metes and bounds, and having according to said plat, the following:

BEGINNING on the northern edge of Forestwood Drive and joint front corners of Lots Nos. 2 and 3 and runs thence as common line of said lots N 12-00 W 150 feet to iron pin; thence as rear line of Lots Nos. 3 and 4 N 78-00 E 179.9 feet to an iron pin at line of Thornwood Acres S/D; thence along line of said S/D S 15-05 E 150.7 feet to an iron pin on edge of Forestwood Drive; thence along edge of said Drive S 78-00 W 187.9 feet to an iron pin, the beginning corner.

This is the identical property conveyed to the mortgagors herein by deed of Frank P. McGowan, Jr., as Master in Equity for Greenville County, S. C., to be recorded herewith.

This mortgage is subordinate and junior to that certain mortgage given by Julian R. and Betty Ann M. Kelso to Family Federal Savings and Loan Association recorded in the RMC Office for Greenville County, South Carolina, in Mortgage Book 1383, page 333 on November 19, 1976, which mortgage is being assumed by the mortgagors herein.

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.

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