

GREENVILLE CO. S. C. ²³⁸²⁵⁷³⁷ VOL 1403 PAGE 282 9/10
 STATE OF SOUTH CAROLINA) APR 16 3 51 PM '79
 COUNTY OF GREENVILLE) DONNIE S. TANKERSLEY R.H.C. MORTGAGE OF REAL PROPERTY BOOK 85 PAGE 1297

THIS MORTGAGE made this 10th day of April, 19 79, among Gary L. and Viki S. Capps (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 Eighteen thousand and 00/100 (\$ 18,000.00), the final payment of which is due on April 15 19 89, together with interest thereon as provided in said Note, the complete provisions whereof are incorporated herein by reference;

to rest and be to the beginning corner.
 This is the same property conveyed to the mortgagors by deed of Robert G. Jones recorded July 8, 1977 in deed volume 1060 at page 182.

THIS IS A SECOND MORTGAGE, junior in lien to that certain mortgage given by Gary L. Capps and Viki S. Capps to Travelers Rest Federal Savings and Loan Association on July 8, 1977 and being recorded in the RMC Office for Greenville County on August 24, 1977 in mortgage book 1407 at page 991.

The mortgagee's address is: 37 Villa Road, Suite 109, Greenville, SC 29615

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 to be hereinafter described that the premises are free and clear of all encumbrances except for a prior Mortgage, if any, 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.

GCTO 2 APR 16 79 399 3-00CT

GREENVILLE
 JUN 8 1979
 DONNIE S. TANKERSLEY

Anderson 11/18/80 1004
 BY: *Rebecca*
 WITNESS: *Ann Phillips*
Donnie S. Tankersley *Anderson* *Tayssouy*

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