

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )  
27 1979

GRANDED FILED  
S.E. 13  
1 25 PM '79

1130 PAGE 828  
BULK 11 PAGE 112  
MORTGAGE OF REAL PROPERTY  
825868

THIS MORTGAGE made this 7th day of SEPT September, 19 79,  
among William Leroy Gainey and Kathy Iola Nix Gainey (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 Five Thousand Two Hundred Dollars (\$ 5,200.00), the final payment of which is due on September 15 19 89, together with interest thereon as

incorporated herein by reference:

Drive; thence along McSwain Drive, S. 64-50 E. 25.3 feet to an iron pin on McSwain Drive; thence continuing along McSwain Drive, S. 67-45 E. 59.7 feet to the point of beginning. This property is subject to all restrictions and easements of record. This being the same property conveyed to the Mortgagors herein by deed of The South Carolina National Bank recorded November 18, 1977 in Deed Volume 1068 at page 657. This mortgage is second and junior in lien to that certain mortgage given (cont)

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 thereto 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.

§ UMC 120 SC 72 76

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