

37 Villa Rd., Greenville, SC
STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

825610
GREENVILLE CO. S.C.
11/13/78

BOOK 1446 PAGE 732

MORTGAGE OF REAL PROPERTY

BOOK 71 PAGE 915

THIS MORTGAGE made this 28th day of September, 1978,
among Robert Louis Kennedy & Betty S. Kennedy (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 Seven Thousand, Seven Hundred & No/100 (\$ 7,700.00), the final payment of which is due on October 15, 1988, together with interest thereon as

provided in Article 6, the complete provisions whereof are incorporated herein by reference of Williamsburg Drive, N. 74-56 W. 58.72 feet to an iron pin; thence N. 71-17 W. 50 feet to an iron pin; thence N. 59-38 W. 65 feet to an iron pin; thence N. 46-29 W. 65 feet to an iron pin, point of beginning.

THIS being the same property conveyed to the mortgagors herein by deed of Ratterree James Insurance Agency, Inc., dated Sept. 23, 1976, recorded in the REC Office for Greenville, S.C. on Sept. 23, 1976 in Deed Book 1043, Page 345.

THIS mortgage is second and junior in lien to that mortgage given to Woodruff Federal Savings & Loan in the amount of \$35,000.00, recorded Oct. 20, 1976 in Mortgage Book 1380 at Page 915 in the REC Office for Greenville County, S.C.

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 Mortgagee 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 Mortgagee will warrant and defend title to the premises against the lawful claims of all persons whatsoever September 16, 1988.

MORTGAGOR COVENANTS with Mortgagee, its heirs, successors and assigns as follows: 10031

1. **NOTE PAYMENTS.** Mortgagee 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.** Mortgagee 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 Mortgagee 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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