

37 Villa Rd., Greenville, SC

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

VOL 1403 PAGE 616

FILED
GREENVILLE CO. S. C. MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 11th ^{19 89} 3 12 PM '79 day of April, 19 79,
among Toy C. Smith ^{SONNIE S. FANNERSLEY} (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
Six Thousand and No/100----- (\$ 6,000.00), 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;

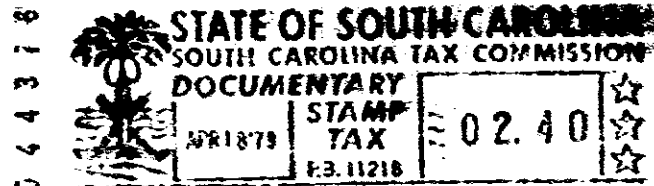
AND WHEREAS, to induce the making of said loan, Mortgagor has agreed to secure said debt and interest
thereon (together with any future advances) and to secure the performance of the undertakings prescribed in the
Note and this Mortgage by the conveyance of the premises hereinafter described:

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
GREENVILLE County, South Carolina:

ALL that certain piece, parcel or lot of land situate, lying and being in the State
of South Carolina, County of Greenville, within the City of Greenville, being known
and designated as Lot 31 on plat of Section I, Pleasant Valley, made by Dalton &
Neves, Engineers, dated April, 1946, and recorded in the RMC Office for Greenville
County, S.C. in Plat Book P at Page 93, and having the metes and bounds as shown on
said plat.

THIS being the same property conveyed to the mortgagor herein by deed of William L.
Hunter, dated September 22, 1972, recorded in the RMC Office for Greenville County,
South Carolina on September 25, 1972 in Deed Book 956 at Page 200.

THIS mortgage is second and junior in lien to that mortgage given to Thomas & Hill,
Inc., (now the Kissell Company) in the original amount of \$11,050.00, which mortgage
was recorded in the RMC Office for Greenville County, S.C. on September 25, 1972
in Mortgage Book 1250 at Page 454.



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:

- 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.

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