

37 Villa Road, Greenville, SC 29715  
STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

FILED

GREENVILLE COUNTY, S.C.

BOOK 1491 PAGE 400

MORTGAGE OF REAL PROPERTY

DEC 17 10 59 AM '79

THIS MORTGAGE made this 13th day of December, 1979, among Ann Medlock (S/A Faye Medlock) (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 December 15, 1987, 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 piece, parcel or lot of land, with all buildings and improvements thereon, situate, lying and being on the northern side of Bragg Street, in CITY VIEW, Greenville County, South Carolina, being shown and designated as Lot No. 3 on a plat of Block H, City View (property of W. P. Conyers and R. L. Simmons), made by F. C. Rogers, dated January 30, 1913, recorded in the R.M.C. Office for Greenville County, S.C. in Plat Book D, page 79, and having according to a plat entitled "Property of Joyce W. Burgess, made by Freeland & Associates, dated August 1, 1974", the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Bragg Street, at the joint corners of Lots Nos. 1 and 3; and running thence along the northern side of Bragg Street, S. 83-30 W. 52.7 feet to an iron pin; thence along the common lines of Lots Nos. 3 and 25, N. 12-30 W. 123.0 feet to an iron pin; thence N. 86-30 E., 52.7 feet to an iron pin; thence along the common line of Lots Nos. 1, 2, and 3, S. 12-45 E., 120.3 feet to an iron pin, the point of beginning.

This being the same property conveyed to the mortgagor herein by deed of Joyce W. Burgess recorded in the R.M.C. Office for Greenville County on June 6, 1975 in Deed Volume 1019 at Page 456 conveying a one-half interest in said property; the remaining one-half interest was acquired by mortgagor by Will of her husband, William C. Medlock, who died on March 15, 1979 as will appear in Apartment 1556, File 25, of the records of the Probate Court for Greenville County, South Carolina.

This mortgage is second and junior in lien to that mortgage given by Joyce W. Burgess to Frank C. Childress in the original amount of \$7,500.00 recorded in the R.M.C. Office for Greenville County, South Carolina, in Mortgages Book 1320 at Page 3, on August 10, 1974.

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.