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STATE OF SOUTH CAROLINA

10 33 AH '80

COUNTY OF Greenville DONNEL ELEANNERSLEY MORTGAGE OF REAL PROPERTY R.H.C

**October** 19\_80 27th THIS MORTGAGE made this J. Ray Truluck, Jr. (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 Twenty-five Thousand and no/100 (\$25,000.00]\_\_\_), the final payment of which 19 90 November 15 , 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: on the Eastern side of Andover Road, near the City of Greenville, being shown and Lot Number 59 on plat of Heritage Hills recorded in Plat Book YY at Page 187 of the RMC Office for Greenville County, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Eastern side of Andover Road, at the corner of Lot 58 and running thence with curve of said road, the chord of which is N 28-33 W, 116.3 feet to an iron pin in the corner of Lot 60; thence with the line of said lot, N 42-15 E 235.5 feet to a point in the center of brushy creek; thence with the creek as line, traverse being, S 21-43 E 139.7 feet to the corner of Lot 58; thence with line of said lot, S 46-32 W 213.3 feet to the point of beginning.

ALSO: All that lot of land in said County and State, on the northeastern sideof Andover Road, being the norther triangular portion of Lot 58 as shown on the above-reference plat and according to plat made by Carolina Engineering and Surveying Company on February 22, 1968, described as follows:

BEGINNING at an iron pin on the northeastern side of Andover Road at joint corner of Lots 58 & 59 and running thence with the original line of Lot 59, N 46-32 E 213.3 feet passing to point in Brushy Creek; thence with Brushy Creek as the line, the traverse being, S 38-50 E 18.8 feet to a point: thence, S 51-35 W 212.6 feet to point of beginning.\*\*

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). \*\*This is the same property conveyed to Mortgagor by deed of W.H. Mercer, Jr. recorded July 5, 1978, Bk 1082, Pg 495.

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.

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