

37 Villa Road, Greenville, SC 29615  
STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

10.00  
BOOK 1530 PAGE 46A

MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 16th day of January, 1981, among James T. Powell (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 Fifteen Thousand and No/100----- (\$ 15,000.00-----), the final payment of which is due on February 15, 1991, 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 situate, lying and being in the County of Greenville, State of South Carolina, and being shown as Lot No. 103 on plat of MERRIFIELD PARK, Section III, as recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 4R, Page 27, and fronting on Continental Drive.

This is the same property conveyed to the mortgagor herein by deed of W. N. Leslie, Inc. to James T. Powell and Brenda W. Powell recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Volume 984 at Page 584. Brenda W. Powell conveyed her one-half interest in the property to James T. Powell by deed dated March 7, 1974, recorded in the R.M.C. Office for Greenville County, South Carolina, on March 11, 1974 in Deed Volume 995 at Page 165.

This mortgage is second and junior in lien to that mortgage given in favor of Carolina Federal Savings and Loan Association in the original amount of \$35,300 recorded in the R.M.C. Office for Greenville County, South Carolina, on March 30, 1973 in Mortgages Book 1271 at Page 253.

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.

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R.M.C.

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