

MORTGAGE OF REAL PROPERTY

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S. C.

THIS MORTGAGE made this 16th day of November, 1981, among Terry M. Richardson (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 Four Thousand Three Hundred & No/100 (\$ 4,300.00), the final payment of which is due on December 1, 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 certain piece, parcel or lot of land, with all improvements thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in the City of Greenville, on the Northeastern side of Seminole Drive, being known as Lot No. 42 and one-half (1/2) of Lot No. 43 as shown on Plat No. 2 of SUNSET HILLS, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book P at page 19 and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the Northeastern side of Seminole Drive at the southernmost corner of Lot No. 41, which iron pin is situate 75 feet Southeast of Sunset Drive and running thence N. 48-50 E., 175 feet to the Southwestern side of a five (5) foot strip or easement reserved for utilities; thence S. 41-10 E., 112.5 feet to a point in the center of the rear line of Lot No. 43; thence S. 48-50 W., 175 feet to an iron pin on Seminole Drive; thence N. 41-10 W., along said Drive, 112.5 feet to the point of beginning.

This is the same property conveyed to the mortgagor herein by deed of Joseph J. Papp, Jr. and Janet P. Papp, dated December 12, 1973 and recorded January 18, 1974, in the RMC Office for Greenville County in Deed Book 932 at page 463; and by deed of George E. Richardson, III, to the mortgagor herein by deed dated and recorded October 5, 1979, recorded in the RMC Office for Greenville County in Deed Book 1113 at page 72.

This mortgage is junior and subordinate to that certain mortgage to First Federal Savings & Loan Association dated 12/16/76 and recorded 12/20/76 in Mortgage Book 1385 at page 612, in the RMC Office for Greenville County, in the original sum of \$32,300.00.

Mortgagee's address: 37 Villa Rd., Piedmont East, Suite 400, Greenville, SC 29615

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 and any Note(s) secured by lien(s) having priority over Mortgagee's within described lien in the amounts, in the manner and at the places set forth therein. This mortgage secures payment of said Mortgagee's note according to its terms, which are incorporated herein by reference.
- TAXES. Mortgagor will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made herein before, and in default thereof the mortgagee may pay the same; and will promptly deliver the official receipts therefor to the mortgagee. If the mortgagor fails to make any payments provided for in this section or any other payments for taxes, assessments, or the like, then, the entire amount of the debt secured, or intended to be secured, shall forthwith become due, at the option of said mortgagee.

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