

MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 9th day of December, 1981, among Morgan A. Barnhill and Lois G. Barnhill (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 Seven Thousand, One Hundred and No/100 (\$ 7,100.00), the final payment of which is due on December 15, 1986, 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 County of Greenville, State of South Carolina, on the west side of Burgundy Drive, being shown and designated as the greater portion of Lot 19 on map of Wildair Estates, recorded in the FMC Office for Greenville County in Plat Book EE, Page 19, and having, according to said plat and a recent survey made by R. K. Campbell, October 1, 1962, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the west side of Burgundy Drive, the joint front corner of Lots 18 and 19 and running thence with the west side of said Street S. 13-40 E., 90 feet to an iron pin; thence with a new line Lot No. 19 S. 76-20 W., 200 feet to an iron pin; thence N. 13-40 W., 90 feet to an iron pin corner of Lot No. 18; thence with the line of said Lot N. 76-20 E., 200 feet to the beginning corner.

This is the same property conveyed to the Mortgagors herein by deed of Eleanor Roberts Howard recorded in the FMC Office for Greenville County in Deed Book 904 at Page 125 dated December 7, 1970.

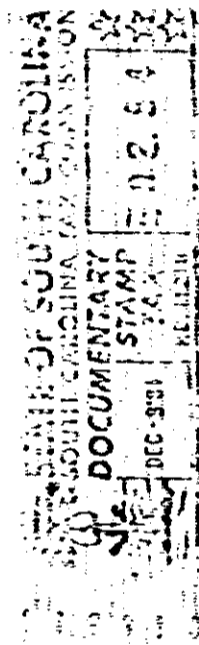
This mortgage is second and junior in lien to that mortgage given in favor of Fidelity Federal Savings & Loan Association (now American Federal Savings & Loan Association) recorded in the FMC Office for Greenville County on December 7, 1970 in Mortgages Book 1460 at Page 476 in the original amount of \$18,900.00.

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 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.
2. 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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