

Charlotte, North Carolina

RILEY & RILEY  
GREENVILLE CO. S. C.

BOOK 1380 PAGE 607

STATE OF SOUTH CAROLINA )  
COUNTY OF Greenville )

MAR 1 4 10 PM '77

MORTGAGE OF REAL PROPERTY

DONNIE S. TANKERSLEY

THIS MORTGAGE made this 17th <sup>R.H.C.</sup> day of February, 19 77,  
among Roger K. Simmons & Janet G. Simmons (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  
Three Thousand, Seven Hundred & No/100----- (\$ 3,700.00 ), the final payment of which  
is due on February 15 19 82, 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:

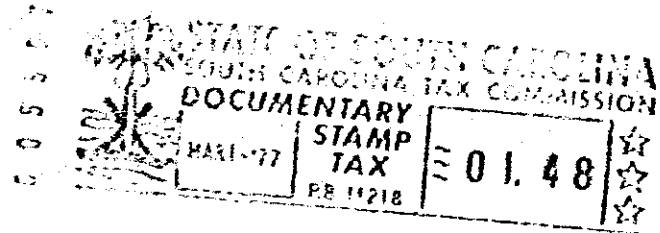
NOW, THEREFORE, in consideration of the aforesaid loan and the sum of Three Dollars (\$3.00) cash in  
hand paid to Mortgagor, the receipt of which is hereby acknowledged, Mortgagor hereby grants, sells, conveys,  
assigns and releases to Mortgagee, its successors and assigns, the following described premises located in  
Greenville County, South Carolina:

ALL that lot of land in Greenville County, State of South Carolina being shown as Lot  
No. 178 on plat entitled "Section IV, Colonial Hills" recorded in Plat Book WW at  
Page 3 in the RMC Office for Greenville County.

This is the same property conveyed to the mortgagors herein by deed of Elmer H. Huff  
and Vicki W. Huff, dated May 12, 1972, and recorded in the RMC Office for Greenville  
County, S.C. in Deed Book 944 at Page 263.

This mortgage is second and junior in lien to that mortgage in favor of Cameron-Brown  
Company, in the original amount of \$21,000.00, which mortgage is recorded in the RMC  
Office for Greenville County, S.C. in Mortgage Book 1234 at Page 231.

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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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