37 Villa Rd., Greenville, SC STATE OF SOUTH CAROLINA ) COUNTY OF GREENVILLE MORTGAGE OF REAL PROPERTY THIS MORTGAGE made this. among <u>Woodie Edwards</u> and Helen G. Edwards \_\_ (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 Ten Thousand, Six Hundred and No/100----- (S 10,600.00 \_), the final payment of which James as as MAXA pull in the center of the intersection of the Dillard Road and Highway No. 14, and running thence with the center of said Highway, N. 4-43 E. 364 feet to a nail in the center of intersection of the Highway and Phillips Road; thence with the center of the Phillips Road, S. 40-32 W. 200 feet, S. 38-54 W. 147 feet and S. 29-56 W 100 feet to a nail in the center of said road; thence S. 83-50 E. 291 feet to the center of the highway, iron pin back on bank at 28.5 feet.

This being the same property conveyed to the mortgagors by deed of Woodie Edwards dated November 17, 1967 and recorded March 7, 1968 in the R.M.C. Office for Greenvi He County, South Carolina in Deed Volume 839 at Page 220. YOUNTS, SPIVEY & GROSS ?

THIS mortgage is second and junior in lien to that mortgage given to Greer Federal Savings & Loan Association on the amount of \$24,900.00, which mortgage is recorded in the RMC Office for Greenville, S.C. in Mortgage Book 1351 at Page 424 on October 46, 1975.

Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in anywise incident or appertaining. Including buildings timited 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.