826133 3001518 PAGE 580 MORTGAGE OF REAL PROPERTY

villa H. Andle. STATE OF SOUTH CAROLINA GRIEVY LE CO. S. C. COUNTY OF Greenville (CT)

this 24 FHKERSLEY day of September THIS MORTGAGE made this. among James I. Herd and Laura L. White (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 five hundred and no/00 (\$ 4.500.00), the final payment of which 19 90 , together with interest thereon as is due on October 15 provided in said Note, the complete provisions whereof are incorporated herein by reference;

This is the same property conveyed to the mortgagor by deed of Bruce D. Stephens and Victoria B. Stephens, to be recorded of even date herewith.

It is understood and agreed that this mortgage is second and junior in lien to that certain mortgage held by Collateral Investment Company, Recorded in Mortgage Book 1441 at Page 741 on September 19, 1978, in the RMC Office for Greenville County in the original amount of \$26,500.00.

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 differeunto belonging to Mortgagee, its successors and assigns, forever, for the purposes hereinafter set out and Mortgagor covenants with Mortgagee, its processors 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 followand FULLY SATISFIED FIRST UNION MORTGAGE CORPORATION

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 gyhis mortgage seconds 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.

FUMC 120 SC 12-76