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Riley & Riley

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STATE OF SOUTH CAROLINA )
COUNTY OF \_Greenville\_ )

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GREENVILLE CO.S. C

MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 6th RHay of September 19 77 among Mary R. Hopkins (Terry), Henry T. Hopkins Johnston (hereinafter referred to as Mortgagor) and FIRST UNION MORTGAGE CORPORATION, a North Carolina Corporation (hereinafter referred to as Mortgagee):

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 ack nowledged, 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 the buildings and improvements thereon, in Greenville County, Greenville Township, State of South Carolina on Old Dunham Bridge Road and being known and designated as Lot No. 7 on plat of property of T. C. Collins prepared by W. J. Riddle, Surveyor, dated August, 1945, and having the following metes and bounds, according to a more recent survey entitled "Property of Jimmy C. Langston and Peggy S. Langston", prepared by R. B. Bruce, RLS, dated September 3, 1964, and recorded in the RMC Office for Greenville County in Plat Book HHH at Page 67, to-wit:

BEGINNING at an iron pin on Old Dunham Road at the joint front corner of Lots Nos. 6 and 7 and running thence with the joint lines of said Lots, S. 47-02 E. 467 feet to an iron pin; thence S. 15-56 W. 76.9 feet to an iron pin; thence with the joint line of Lots Nos. 7 and 8, N. 48-32 W. 478.2 feet to an iron pin on Old Dunham Bridge Road; thence with Old Dunham Bridge Road, N. 27-10 E. 84 feet to the beginning corner.

THIS being the same property conveyed to Henry T. Hopkins by deed of Jimmy C. Langston & Peggy S. Langston, dated May 18, 1967, recorded May 18, 1967 in Deed Book 820 at Page 74. Henry Todd Hopkins died intestate Feb. 2, 1973 and as shown by records of his estate on file in Apt. 1275, File 6, leaving as his sole legal heirs and distributees his wife, (continued on back page)

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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