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MORTGAGE OF REAL PROPERTY

BORNIE S. TANKI ROLLEY A M.C 28th July THIS MORTGAGE made this W. B. Edney (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 two hundred ---- (§ 10,200.00__), the final payment of which __, together with interest thereon as <u>August 15, 1988</u> is due on _ 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 Greenville County, South Carolina, being shown and designated as Lot 11 on a Plat of Property of B. P. Crenshaw, Plat No. 2, recorded in the RMC Office for Gr eenville County in Plat Book LL, at Page 142, and having, according to said Plat, and a recent survey made by Jones & Sutherland, Engineers, November 20, 1958, the following metes and bounds:

BEGINNING at an iron pin on the northeast side of Jaben Drive, joint front corner of Lots 10 and 11, and running thence with said Drive, N 53-27 W, 76 feet to an iron pin; thence with the curve of said Jaben Drive, the chord of which is N 5-34 E, 25.7 feet to an iron pin; thence continuing with the southeastern side of Jaben Drive, N 64-35 E, 155.8 feet to an iron pin at the corner of Lot 1; thence along the line of said Lot, S 25-25 E, 80 feet to an iron pin, corner of Lot 10; thence with the line of said Lot, S 60-24 W, 133.6 feet to the beginning corner.

This is the same property conveyed to the Mortgagor herein by deed of W. H. Hamby, recorded December 13, 1958, in Deed Book 612, at Page 281.

This mortgage is junior in lien to that certain mortgage in favor of Aiken-Speir, Inc., recorded December 13, 1958, in REM Book 768, at Page 509, in the original amount of \$10,700.00.

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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, of fixtures, or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures, or o 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.
- TAXES. Mortgagor shall pay all taxes, charges and assessments which may become a lien upon the Upremises 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 Not 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.

(CONTINUED ON NEXT PARIET

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