acc. 1532 MASE 105

## MORTGAGE OF REAL PROPERTY

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 Eighteen Thousand. Two Hundred and No/100 (\$ 18,200.00--- ), the final payment of which is due on February 15 19 91 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:

All that certain piece, parcel or lot of land in the County of Greenville, State of South Carolina, on the easterly side of Thames Drive, being shown and designated as Lot No. 50 on plat of Avon Park, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 'KK" at Page 71, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the easterly side of Thames Drive, joint front corner of Lots Nos. 50 and 51, and running thence with the line of Lot No. 51 N. 84-18 E. 175 feet to an iron pin; running thence N. 23-42 E. 87.1 feet to an iron pin; running thence with the line of Lot No. 72 N. 78-17 W. 90 feet to an iron pin; running thence with line of Lot No. 49 N. 73-32 W. 102.6 feet to an iron pin on Thames Drive; thence along the easterly side of Thames Drive S. 15-53 W. 21.4 feet to an iron pin; thence continuing with Thames Drive S. 10-53 W. 91 feet to the point of beginning

This being the same property conveyed to the mortgagor herein as follows: By deed of Michael W. Pannell and Linda Ann Pannell to Kelly P. Martin, Jr. and Margaret S. Martin recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 851 at Page 277, being dated August 30, 1968; and Kelly P. Martin, Jr. conveyed his right, title and interest in the property to Margaret S. Martin by deed recorded in the R.M.C. Office for Greenville County on September 9, 1969 in Deed Volume 875 at Page 381.

This mortgage is second and junior in lien to that mortgage given in favor of Fidelity Federal Savings and Loan Association in the original amount of \$31,000 recorded in the R.M.C. Office for Greenville County, South Carolina on March 10, 1976 in Mortgages Book 1362 at Page 51.

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 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, 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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