First Union, Charlotte, NC 28288: 51.50

STATE OF SOUTH CAROLINA )

COUNTY OF GREENVILLE )

THIS MORTGAGE made this 23rd day of April 1982, among Teddy T. Lyko and Delores C. Lyko (hereinafter referred to as Mortgagor) and FIRST UNION MORTGAGE CORPORATION, a North Carolina Corporation (hereinafter referred to as Mortgagoe):

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 those certain lots of land situate, lying and being in the State of South Carolina, County of Greenville, on Casa Loma Drive, near the City of Taylors, being shown and designated as Lots Nos. 15 and 17 on plat of Laurel Hills made by W. N. Willis, Engineers, dated March 26, 1960, and recorded in Plat Book RR, Page 33, RMC Office for Greenville County, and having such metes and bounds as is thereby shown.

This property being bounded on the south by Casa Loma Drive and measuring thereon 160 feet, on the west by Lot No. 13 and measuring thereon 125 feet, on the north by Lots Nos. 16 and 18 and measuring thereon 160.8 feet and on the east by Lot No. 19 and measuring thereon 140.8 feet.

This is the same property conveyed to the mortgagors herein by deed of John B. Woods, which deed was recorded in the RMC Office for Greenville County in Deed Volume 985 at Page 379 on October 3, 1973.

This mortgage is second and junior in lien to that mortgage given in favor of Greer Federal Savings & Loan Association in the original amount of \$28,000.00 recorded in the RMC Office for Greenville County in Mortgages Book 1283 at Page 322 on July 2, 1973.

DOCUMENTARY E 02.09

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. Mortgator shall make timely payments of principal and interest on the above mentioned Note and any Note(s) secured by lien(s) having priority over Mortgagee's within described lien in the amounts, in the manner and at the places set forth therein. This mortgage secures payment of said Mortgagee's note according to its terms, which are incorporated herein by reference.
- 2. TAXES. Mortgagor will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made herein before, and in default thereof the mortgagee may pay the same; and will promptly deliver the official receipts therefor to the mortgagee. If the mortgagor fails to make any payments provided for in this section or any other payments for taxes, assessments, or the like, then, the entire amount of the debt secured, or intended to be secured, shall forthwith become due, at the option of said mortgagee.

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