

37 Villa Rd., Greenville, S.C. GREENVILLE CO. S.C.  
STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

BOOK 1413 PAGE 489

MORTGAGE OF REAL PROPERTY

FILED  
OCT 20 4 10 PM '77  
DANNIE S. TANKERSLEY  
R.H.C.

THIS MORTGAGE made this 6th day of October, 19 77,  
among Bryan A. Ware (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  
Twelve Thousand, Two Hundred & No/100----- (\$12,200.00), the final payment of which  
is due on October 15 1987, 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:

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, with the buildings and improvements  
thereon, lying and being on the easterly side of Midland Street, in the City of  
Greenville, South Carolina, being shown as Lot No. 127, on the plat of University  
Heights, as recorded in the RMC Office for Greenville County, South Carolina in  
Plat Book BB, at Page 21, and having, according to a survey made by R. W. Dalton  
on October 12, 1960, the following metes and bounds to-wit:

BEGINNING at an iron pin on the easterly side of Midland Street, at a point 94.7  
feet north of the northeastern corner of the intersection of Midland Street and  
Campbell Street, said pin being the joint front corner of Lots 127 and 128, and  
running thence along the easterly side of Midland Street, N. 12-0 E. 120 feet to  
an iron pin, joint front corner of Lots 101 and 127; thence with the line of  
Lot 101, S. 75-39 E. 225.9 feet to an iron pin, joint rear corner with Lot 129;  
thence with the line of Lot 129, S. 46-24 W. 134.3 feet to an iron pin, joint  
corner of Lots 127 and 128; thence with the line of Lot 128, N. 77-57 W. 149.6  
feet to the point of beginning.

THIS being the same property conveyed to the mortgagors herein by deed of  
Juanita P. Ware, dated August 30, 1963 and recorded in the RMC Office for  
Greenville County, South Carolina in Deed Book 732 at Page 545 on October 1,  
1963.

THIS mortgage is second and junior in lien to that certain mortgage given in favor  
of C. Douglas Wilson & Co., recorded in the RMC Office in Mortgage Book 944, Page 15.

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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