

37 Villa Rd., Greenville, SC

STATE OF SOUTH CAROLINA) FILED
COUNTY OF GREENVILLE) GREENVILLE, CO. S. C.

BOOK 1432 PAGE 28

MORTGAGE OF REAL PROPERTY

MAY 15 9 27 AM '78

THIS MORTGAGE made this 8th day of May, 19 78,
among Donnie S. Tankersley (hereinafter referred to as Mortgagor) and Johnny E. Breazeale & Joan Breazeale (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 Twenty-five Thousand & No/100----- (\$ 25,000.00), the final payment of which is due on May 15 19 88, 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 piece, parcel or lot of land in Greenville County, South Carolina South Carolina being known and designated as Lot No. 154, Section III, of Westcliffe Subdivision, as shown on a plat thereof prepared by Piedmont Engineers and Architects, December 11, 1963, revised September 24, 1965 and recorded in the RMC Office for Greenville County in Plat Book JJJ at Pages 72, 73, 74 and 75, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Saluda Circle and running thence along the joint line of Lots Nos. 154 and 155, S. 29-59 E. 167.7 feet to an iron pin; thence running S. 51-14 W. 48.2 feet to a point; thence running S. 78-20 W. 67.6 feet along the edge of Saluda Lake; thence running along the joint line of Lots Nos. 154 and 153, N. 32-46 E. 152.7 feet to an iron pin on the southeastern side of Saluda Circle; thence running along the said Saluda Circle, N. 60-14 E. 120.0 feet to the point of beginning.

THIS being the same property conveyed to the mortgagors herein by deed of I. H. Philpot, as Trustee, dated September 1, 1966, recorded in the RMC Office for Greenville, S.C. on Sept. 8, 1966 in Deed Book 805, Pg. 480.

THIS mortgage is second and junior in lien to that mortgage given to Fidelity Federal Savings & Loan in the original amount of \$ 25,000.00, recorded October 26, 1972 in Mortgage Book 1254 at Page 655, RMC Office for Greenville, South Carolina.

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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