

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

FILED  
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DORRIS BANKERSLEY  
R.M.C.

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MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 9th day of August, 19 79,  
among Allen J. Messer and Allendia Gail Messer (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, Three Hundred and No/100---- (\$ 12,300.00----), the final payment of which  
is due on August 15 19 89, 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 with the buildings and improvements thereon  
located on the Northwestern side of Crestmore Drive in the County of Greenville,  
State of South Carolina, being shown and designated as Lot No. 37 on a plat  
entitled "Grand View" by Woodward Engineering Company dated March 1957 and  
recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat  
Book KK at Page 93 and having according to said plat the following metes and  
bounds, to-wit:

BEGINNING at an iron pin on the Northwestern side of Crestmore Drive at the  
joint front corner of Lot No. 36 and running thence with the joint line of said  
Lot N. 15-43 W. 160 feet to an iron pin on the line of property now or formerly  
belonging to Graceland Cemetary; thence with the line of said cemetary property  
N. 74-17 E. 64 feet to an iron pin at the joint rear corner of Lot No. 38; thence  
with the joint line of said lot S. 15-43 E. 160 feet to an iron pin on the North-  
western side of Crestmore Drive; thence with the Northwestern side of Crestmore  
Drive S. 74-17 W. 64 feet to the point of beginning.

This being the same property conveyed to the mortgagors herein by deed of  
Jim L. Bennefield and Wilma Bennefield dated August 19, 1966 and recorded in  
the R.M.C. Office for Greenville County, South Carolina, on August 19, 1966,  
in Deed Volume 804 at Page 346.

This mortgage is second and junior in lien to that mortgage given to Cameron-  
Brown Company recorded in the R.M.C. Office for Greenville County, South  
Carolina, on March 19, 1965, recorded in Mortgage Book 989, Page 177, by  
Jim L. Bennefield and Wilma Bennefield. Said mortgage was assumed by the  
mortgagors herein as shown in Deed Volume 804, page 346.

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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