

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

RECORDED
DEC 10 1 24 PM '79
R.M.C. TANNERSLEY

1490 PAGE 753

MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 30th day of November, 19 79, among CHALMERS EUGENE TROUTMAN, III (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 Fourteen Thousand and No/100 (\$ 14,000.00), the final payment of which is due on December 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 improvements thereon, situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, on the southwestern side of Heather Way, and being known and designated as Lots 133, 134, 135 and 136 as shown on a plat of "Marshall Forest" prepared by Dalton & Neves, October 1928, and recorded in the R.M.C. Office for Greenville County in Plat Book H, Pages 133 and 134 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Heather Way at the joint front corner of Lots 136 and 137, and running thence along the southwestern side of Heather Way N. 56-02 W., 95.4 feet to an iron pin at the joint front corner of Lots 132 and 133; thence along the common line of said two lots S. 33-58 W., 276.0 feet to an iron pin on the northeastern side of a ten-foot "Reservation"; thence along the northeastern side of said reservation, S. 39-22 E., 99.06 feet to an iron pin at the joint rear corner of Lots 136 and 137; thence along the common line of said two lots N. 33-58 E., 305.8 feet to an iron pin on the southwestern side of Heather Way, the point of beginning.

This is the same property conveyed to the mortgagor by deed of Richard S. Ware and Deborah D. Ware recorded in the R.M.C. Office for Greenville County on December 10, 1979, in Deed Book 1117, Page 23.

This mortgage is junior in lien to that certain mortgage executed in favor of South Carolina Federal Savings & Loan Association in original amount of \$37,500.00 recorded in the R.M.C. Office for Greenville County on April 3, 1979, in Real Estate Mortgage Book 1461, Page 796.

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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