37 Villa Road, Greenville DC 29615 S. C. STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

800x1505 PAGE 33

MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 10th day of 1980, among Richard W. Garrison and Brenda S. Garrison (hereinafter referred to as Mortgagor) and FIRST UNION MORTGAGE CORPORATION, a North Carolina Corporation (hereinafter referred to as Mortgagee):

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 <u>Greenville</u>
County, South Carolina:

All that piece, parcel or lot of land lying in the State of South Carolina, County of Greenville, shown as Lot No. 30 on plat of Haselwood, Section 2, recorded in Plat Book 5 D at Page 25 and having the following courses and distances:

BEGINNING at an iron pin on Mellyn Street, joint front corner of Lots 29 and 30 and running thence with the joint line of said lots, S. 38-44 E. 318.2 feet to an iron pin at the rear corner of said lots; thence along the rear line of Lot 30, S. 29-20 W. 112.3 feet to an iron pin at the rear corner of Lots 30 and 31; thence along joint line of said lots, S. 81-37 W. 250 feet to an iron pin on Mellyn Street; thence with said Street, N. 7-24 W. 95 feet and N. 1-21 W. 74.9 feet to the point of beginning.

This being the same property conveyed to the mortgagors herein by deed of Jim McGaughy, Inc. dated September 16, 1977 and recorded in the R.M.C. Office for Greenville County, South Carolina, on September 22, 1977 in Deed Book 1065 at Page 311.

This mortgage is second and junior in lien to that mortgage given to Carolina Federal Savings and Loan Association recorded in the R.M.C. Office for Greenville County, South Carolina, on September 22, 1977 in Mortgages Book 1410 at Page 611 in the original amount of \$42,000.00.

DOCUMENTARY OF OR OR

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 and any other Note obligations of mortgagor which are secured by Liens which have priority over the Note obligation herewith secured 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 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 mort-gagee 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.

FUMC 120 SC REV 10/79

Section 1