

37 Villa Road, Greenville, SC 29615

FILED  
GREENVILLE CO. S.C.

BOOK 1512 PAGE 948

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

AUG 27 11 33 AM '80

MORTGAGE OF REAL PROPERTY

DONNIE S. TANKERSLEY  
R.M.C.

THIS MORTGAGE made this 25th day of August, 19 80,  
among Gary T. McMinn and Nancy J. McMinn (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, Five Hundred and No/100---- (\$ 12,500.00-----), the final payment of which  
is due on September 15 19 90 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 improvements thereon, situate, lying and  
being in the State of South Carolina, County of Greenville, near the City of Greenville, and  
being on the southern side of Sugar Creek Court and being designated as Lot No. 90 on Map  
No. 5, Sugar Creek, as recorded in the R.M.C. Office for Greenville County in Plat Book 6H,  
Page 2, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Sugar Creek Court at the joint front corner  
of Lots 90 and 91 and running thence along the common line of said lots S. 32-14-25 E.,  
276.40 feet to an iron pin at the joint rear corner of said lots; thence along the rear of  
Lot 90 S. 28-23-25 W., 153.13 feet to an iron pin at the joint rear corner of Lots 89 and  
90; thence along the common line of said lots N. 37-22 E., 283.16 feet to an iron pin;  
thence continuing along the common line of said lots N. 21-56-45 E., 153.5 feet to an iron  
pin on the southern side of Sugar Creek Court; thence along the curve of Sugar Creek Court,  
the chord of which is N. 88-27 E. 39.86 feet to an iron pin, being the point of beginning.

This being the same property conveyed to the mortgagors herein by deed of Cothran & Darby  
Builders, Inc., dated September 8, 1978 and recorded in the R.M.C. Office for Greenville  
County, South Carolina, on September 12, 1978 in Deed Volume 1087 at Page 190.

This mortgage is second and junior in lien to that mortgage given in favor of Carolina  
Federal Savings and Loan Association recorded in the R.M.C. Office for Greenville County,  
South Carolina, on September 12, 1978 in Mortgage Book 1445 at Page 896 in the original  
amount of \$60,000.00.

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, fixture, 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 Mortgagee  
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.

RECORDED  
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