37 Villa Road, Suite 400
Greenville, SC 29615
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

1021 multi

MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 13th May of November, 1980, among Dominick and Lillian P. Morabito (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 <a href="mailto:county.count

ALL that certain piece, parcel or lot of land being known and designated as Lot No. 18, Section 1, of Subdivision known as POINSETTIA, said Subdivision being situated within the corporate limits of the Town of Simpsonville, County of Greenville, South Carolina, plat of said Subdivision being recorded in the RMC Office for Greenville County in Plat Book BBB at page 103.

A more particular description of said above numbered lot may be had by reference to said plat.

This conveyance is made subject to the Restrictive and Protective Covenants affecting Section 1, of Subdivision known as POINSETTIA, said covenants being recorded in the RMC Office for Greenville County in Deed Volume 778 at page 327. This conveyance is made subject to any Restrictive Covenants, building set-back lines, rights of way and easements which may affect the above described property.

This being the same property conveyed to the Mortgagers herein by deed of Simpsonville Investors, Inc. July 1, 1968, recorded July 2, 1968 in Deed Volume 847 at page 580. This Mortgage is second and junior in lien to that certain mortgage in favor of Laurens Federal Savings & Loan in the original amount of \$20,100.00, recorded July 2, 1968 in Mortgage Book 1096 at page 530.

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.

and the control of th

TANGE V

10

 ω

FUMC 120 SC 12-76

305