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STATE OF SOUTH CAROLINA ) NOV 25 4 46 PH '80 COUNTY OF Greenville )

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**MORTGAGE OF REAL PROPERTY** 

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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">County</a>, South Carolina:

ALL that piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being known and designated as Lot No.14, Devenger Place, Section 3, as shown on a plat thereof prepared by Dalton & Neves, Engineers, dated July, 1977, which plat is recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 5-P at Page 99, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Northern side of Hedgewood Terrace (formerly known as AbbeyTerrace) at the joint front corner of Lots Nos. 14 and 84 and running thence with the joint line of said property N. 13-43 W., 155.3 feet; thence running with rear of Lot No. 14 N.18.35 E., 66.7 feet to an iron pin of Lots 13 & 14; thence with the joint lines of said lots S. 41-13 E., 171.8 feet to an iron pin on the Northern side of Hedgewood (formerly Abbey) Terrace; thence with the Northern side of Hedgewood Terrace the following courses and distances; S. 40-17 W,, 85 feet; thence S. 64-52 W., 47.1 feet to an iron pin, the point of beginning.

Being the same property conveyed to Mortgagors by deed of Dee Smith Co., Inc., dated November 3, 1978, and recorded in the RMC Office for Greenville County, S.C., in Deed Book 1091 at Page 205.

This mortgage shall be secondary to that certain mortgage given to Carolina Federal Savings & Loan Assoc. by Dee Smith Co., Inc., as recorded in the RMC Office for Green-ville County on February 14, 1978, in Mortgage Book 1423 at Page 254.

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, for appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures, or application, 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).

ZTO HAVE AND TO HOLD the same with all privileges and appurtenances thereunto belonging to Mortgagee, it successors and assigns, forever, for the purposes hereinafter set out and Mortgagor covenants with Mortgagee, it successors and assigns, that Mortgagor is seized of, and has the right to convey, the premises in fee simple; 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.

NMORTGAGOR 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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