

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

FILED  
GREENVILLE, S.C.

BOOK 1326 PAGE 699  
MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 28th day of November, 19 80,  
among John P. Edwards and Marjorie A. Edwards (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 Five Hundred and No/100 (\$14,500.00) Dollars, the final payment of which is due on December 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 the buildings and improvements thereon, situate, lying and being on the easterly side of Havenhurst Drive, near the City of Greenville, South Carolina, being known and designated as Lot #110 on plat entitled "Revision of Lots 106, 107, 108, 109, 110, 111 Homestead Acres, Section II" as recorded in the R.M.C. Office for Greenville County, S. C. in Plat Book KKK, page 15, and having according to more recent survey entitled "Survey for John P. Edwards and Marjorie A. Edwards" prepared by Williams & Plumlee, Inc. dated November 25, 1980, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Havenhurst Drive, said pin being the joint front corner of Lots 109 and 110 and running thence with the common line of said lots, N. 87-50 E., 174.1 feet to an iron pin, joint rear corner of lots 109 and 110; thence S. 2-10 E., 115.0 feet to an iron pin, the joint rear corner of lots 110 and 111; thence with the common line of said lots, S. 87-50 W., 174.3 feet to an iron pin on the easterly side of Havenhurst Drive; thence with the easterly side of Havenhurst Drive N. 2-04 W., 114.9 feet to an iron pin, the point of beginning.

THIS being the same property conveyed unto the mortgagors by deed of John E. Salsbury and Caroline F. Salsbury recorded in the R.M.C. Office for Greenville County in Deed Book 1138, at Page 470, on December 4, 1980.

THIS mortgage is second in priority to that of North Carolina National Bank recorded in the R.M.C. Office for Greenville County in Mortgage Book 1325, at Page 847, which mortgage has been assigned to Metropolitan Life Insurance Company as reflected by Mortgage Book 1327, at Page 699.

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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