. 4527 :: 523

MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 11th day of December , 1980, among Jerry Wayne & Sylvia Thomason Andrews (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 Eleven Thousand and No/100------ (\$ 11.000.00 ), the final payment of which is due on January 1 1991 , together with interest thereon as

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:

provided in said Note, the complete provisions whereof are incorporated herein by reference;

All that piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, shown and designated as Lot No. 41, Hampshire Hills, No. 2, plat of which is recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 5-D at Page 79, reference to said plat being craved for a metes and bounds description thereof.

This mortgage is second and junior in lien to that certain mortgage given to Poinsett Federal Savings and Loan Association in the original amount of \$39,200.00 recorded in the RMC Office for Greenville County in Volume 1430 at Page 396.

This is the same property conveyed to the Mortgagors herein by deed of Leon Moody dated August 4, 1978, recorded in the RMC Office for Greenville County in Deed Book 1084 at Page 659.

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 apticles, 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, successors and assigns, forever, for the purposes hereinafter set out and Mortgagor covenants with Mortgagee, 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 portgagee (at its request) official receipts evidencing payment thereof. In the event of the passage after the date 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.

1328 RV.2

 $\infty$ (

FUMC 120 SC 12 76