37 Villa Rd., Suite 400, Greenville, SC 29615 BOOK 1549 PAGE 149 STATE OF SOUTH CAROLINA GREEKY F CO. S. C. COUNTY OF GREENVILLE MORTGAGE OF REAL PROPERTY 3 31 PH '81 July 19<u>81</u> THIS MORTGAGE made this _ (hereinafter referred to as Mortgagor) and FIRST Mary Sue/Thackston R.M.C 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 FIFTEEN THOUSAND and NO/100----- (\$ 15,000.00), the final payment of which August 15 19 91 __, together with interest thereon as is due on 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 <u>Greenville</u> County, South Carolina: ALL that certain piece, parcel or lots of land, lying, being and situate in the County and State aforesaid, Fairview Township, and in the Town of Fountain Inn, and being more fully described on a plat entitled "Property of W. Shell Thackston" prepared by C. O. Riddle, Surveyor, on April 24, 1963, as Lots No. 5 and 6, with the following metes and bounds, to-wit: BEGINNING at a point in the northeastern edge of Thackston Street, joint corner with Lot No. 4; thence with the joint line of Lot No. 4 N. 47-40 E., 150 feet to a point, joint corner with Lot No. 4 and other lands of W. Shell Thackston; thence with the joint line of other lands of W. Shell Thackston S. 42-20 E. 191.5 feet to a point, back joint corner of Lot No. 6 with lands of W. Shell Thackston; thenc with other lands of W. Shell Thackston and land of William Edward Pryor S. 44-17 W. 150.3 feet to an iron pin, corner of Thackston Street; thence with the Northeastern edge of Thackston Street N. 42-20 W. 200 feet to the beginning corner and bounded by Lot 4 as shown on said plat, other lands of W. Shell Thackston, and lot of the said William Edward Pryor and Thackston Street. This being the same property conveyed to W. Shell Thackston by deeds of John C. Langston, Jr. and Arminta Langston Wallace dated August 26 and 27, 1971, recorded September 3, 1971 in Deed Volume 924 at pages 289 and 307. W. Shell Thackston died testate May 16, 1979 and under the terms of his estate filed in Apartment 156 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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