THIS MORTGAGE made this GR7th 30.S. Gay of January , 19 82 , among Clyde H. Howard and Margaret H. Howard (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 Greenville ______County, South Carolina:

9.15 acres, more or less, and being a portion of the tract of land shown on a plat entitled "Property of R. H. Heaton sold to Clyde H. Howard" recorded in Plat Book LLL at Page 119, in the R.M.C. Office of Greenville County, South Carolina, and having according to said plat the following metes and bounds to-wit:

of property of Eunice Andrea Basell and running thence along the center of said road N. 30-10 E. 475 feet to an iron pin; thence along the center of a county road N. 65-02 W. 690 feet to an iron pin on the southern side of a county road, S. 71-20 W. 73.5 feet to an iron pin; thence S. 19 W. 789.5 feet to an iron pin; thence N. 63-39 E. 128.5 feet to an iron pin; thence N. 89-24 E. 600.6 feet to the point of beginning. LESS that portion of said tract covered by a mortgage to Travelers Rest Federal Savings and Loan Association, filed in said R.M.C. Office in Mortgage Book 1270 at Page 839 and having the following metes and bounds: Beginning at an iron pin on the western side of South Carolina Highway 253 at the corner of Baswell, and running thence along said highway N. 27-24 E. 145 feet to an iron pin and thence N. 80-36 W. 240 feet to an iron pin; thence S. 22-24 W. 184.5 feet to an iron pin; thence N. 89-24 E. 240 feet to the point of beginning.

This is the same property conveyed to the mortgagors herein by Maude L. Heaton, recorded in Deed Book 788 at Page 449 in said R.M.C. Office.

This mortgage is junior in lien to that mortgage given by the mortgagors herein to Travelers Rest Federal Savings and Loan Association in an original principal amount of \$16,000.00 and filed in said R.M.C. Office in Mortgage Book 1017 at Page 401, which mortgage is separate from the above mortgage filed in Mortgage Book 1270 at Page 839 Together with all and singular the rights, members, hereditaments and appurenances 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. Mortgator shall make timely payments of principal and interest on the above mentioned Note and any Note(s) secured by lien(s) having priority over Mortgagee's within described lien in the amounts, in the manner and at the places set forth therein. This mortgage secures payment of said Mortgagee's note according to its terms, which are incorporated herein by reference.
- 2. TAXES. Mortgagor will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made herein before, and in default thereof the mortgagee may pay the same; and will promptly deliver the official receipts therefor to the mortgagee. If the mortgagor fails to make any payments provided for in this section or any other payments for taxes, assessments, or the like, then, the entire amount of the debt secured, or intended to be secured, shall forthwith become due, at the option of said mortgagee.

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