<b>\$</b> 00	
œ	
39	
731	
80	

FIRST UNION MORTGAGE CORPORATION, CHARLOTTE, NORTH CAROLINA, 28288, 800x15/2 828465 STATE OF SOUTH CAROLINA COUNTY OF Greenville MORTGAGE OF REAL PROPERTY 3rd 2 FU day of June THIS MORTGAGE made this \_\_\_\_ among James F. Gardner, III & Deborah R. Gardner (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 Six Thousand Three Hundred and No/100---- (\$ 6,300.00 \_), the final payment of which June 15, ... 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 Greenville . County, South Carolina:

ALL that certain piece, parcel, or lot of land, situate, or lying and being in the County of Greenville, State of South Carolina, and being known and designated as Lot 132 and portions of Lots 131 and 133 on a plat of Country Club Estates, the plat of which is recorded in the R.M.C. Office of Greenville County, South Carolina in Plat Book G at Pages 190 and 191 and according to a more recent survey prepared of said property by Freeland and Associates, May 6, 1980 and which said plat is recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 7-Z at Page 71 and having the following courses and distances, to-wit:

BEGINNING at an old iron pin on the edge of Arcadia Circle and which said point is 160 feet, more or less, east of the intersection of Arcadia Circle and Granada Drive and running thence with the edge of Arcadia Circle, N. 61-19 E. 40.9 feet to a point on edge of said Circle; thence continuing with the edge of said Circle N. 65-42 E. 50.8 feet to a point on the edge of said Circle; thence, continuing with the edge of said Circle, N. 67-41 E. 10 feet to an old iron pin on the edge of said Circle; thence S. 16-13 E. 146.5 feet to an old iron pin, joint rear corner of Lot 140; thence running with the common line with Lots 140, 139 and 138, S. 73-42 W. 100.1 feet to an old iron pin; thence N. 16-16 W. 129.7 feet to an old iron pin on the edge of Arcadia Circle, the point of beginning.

This is the same property conveyed to Mortgagors herein by Deed of Marcus W. Elrod and Jan L. Elrod dated June 3, 1982 and recorded in the R.M.C. Office for Greenville County, SC in Deed Book///6/ at Page 505.

## (CONTINUED)

Park The Control of t

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. 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 promotly 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.

FUMO 120 SO REV 2 6