eoox 1592 PAGE 947 Charlotte, NC 28288 STATE OF SOUTH CAROLINA MORTGAGE OF REAL PROPERTY CREENVILLE THE NOTE SECURED BY THIS MORTGAGE CONTAINS THE NOTE SECURED BY THE NOTE SECURED BY THIS MORTGAGE CONTAINS THE NOTE SECURED BY THE SECURE COUNTY OF-January day of \_ THIS MORTGAGE made this. among Robert E. Turner and Wanda R. Turner \_ (hereinafter referred to as Mortgagor) and FIRST UNION MORTGAGE CORPORATION, a North Carolina corporation (hereinafter referred to as Mortgagee): WITNESSETHTHAT, 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, Five Dollars (\$\_11,500.00----), with interest thereon, providing for monthly installments of principal and interest \_\_\_\_\_day of February beginning on the -.day of each month thereafter until the principal and interest are fully paid; 25th continuing on the. 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

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 <u>Greenville</u> County, South Carolina:

ALL that certain piece, parcel or lot of land, together with all buildings and improvements thereon, situate, lying and being on the northern side of Confederate Circle (formerly known as Jeb Stuart Avenue), in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 25 on a plat of SHEFFIELD FOREST made by Carolina Engineering and Surveying Company dated February 21, 1962, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book AAA, Page 47, reference to which is hereby craved for the metes and bounds thereof.

This is the same property conveyed to the mortgagors herein by deed of Franklin Enterprises, Inc., dated December 6, 1975 and recorded in the RMC Office for Greenville County, South Carolina, on December 6, 1975 in Deed Book 1028, Page 289.

This mortgage is second and junior in lien to that mortgage given in favor of First Federal Savings & Loan Association in the original sum of \$37,500.00 recorded in the RMC Office for Greenville County, on December 8, 1975 in Mortgage Book 1355, Page 351.

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Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in anywise incident or appertaining. Including buy 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 heater (all of which are declared to be a part of said real estate whether physically attached thereto or 100).

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 Wremises 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 and all payments required by any note(s) secured by lien(s) having priority over Mortgagee's within described lien or by any prior mortgage(s) in the amounts, in the manner and at the places set forth therein. This Mortgage secures payment of said Note according to its terms, which are incorporated herein by reference.
- 2. TAXES. Mortgagor will pay all taxes, assessments, water and sewer charges, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts thereof to the Mortgagee upon demand; and in default thereof the Mortgagee may pay the same and add the amount of such payment(s) to the principal indebtedness due Mortgagee, and the same shall be repaid by Mortgagor with interest at the then prevailing note rate upon demand.