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STATE OF SOUTH CAROLINA)
COUNTY OF Greenville)

GREENVILLE, S. C.

NOV 9 10 33 AM '80

CONNOR E. HARRISLEY
P.M.C.

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BOOK 79 PAGE 1688

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THIS MORTGAGE made this 27th day of October, 19 80,
among J. Ray Truluck, Jr. (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 Mortgagee has executed and delivered to Mortgagor a Note of even date herewith in the principal sum of Twenty-five Thousand and no/100 (\$ 25,000.00), the final payment of which is due on November 15 19 90, together with interest thereon as provided in said Note, the complete provisions whereof are incorporated herein by reference;

ALSO: All that lot of land in said county and state, on the northern eastern side of Andover Road, being the norther triangular portion of Lot 58 as shown on the above-reference plat and according to plat made by Carolina Engineering and Surveying Company on February 22, 1968, described as follows:

BEGINNING at an iron pin on the northeastern side of Andover Road, at joint corner of Lots 58 & 59 and running thence with the original line of Lot 59, N 46-32 E 213.3 feet passing to point in Brushy Creek; thence with Brushy Creek as the line, the traverse being, E 16-56 E 18.8 feet to a point; thence, S 51-35 W 212.6 feet to point of beginning. 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). **This is the same property conveyed to Mortgagor by deed of W.H. Mercer, Jr. recorded July 5, 1978, Bk 1082, Pg 495.

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 Mortgagee covenants with Mortgagee, its successors and assigns, that Mortgagee 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 Mortgagee 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: **PAID AND FULLY SATISFIED**
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 the above of said Note according to its terms, which are incorporated herein by reference. **FIRST UNION MORTGAGE CORPORATION**
Vice President
WITNESS: Cathy White

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 Mortgagee 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.