

37 Villa Rd., Suite 400  
Greenville, SC 29615  
STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

826128 BOOK 1524 PAGE 616  
MORTGAGE OF REAL PROPERTY  
BOOK 82 PAGE 173

THIS MORTGAGE made this 23rd day of September, 1980  
among Claude V. and Rhonda K. Johnson (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 Eight Thousand Three Hundred & No/100 (\$ 8,300.00 ), the final payment of which is due on October 15 19 90, together with interest thereon as provided in said Note, the complete provisions whereof are incorporated herein by reference;

point of beginning. This being the same property conveyed to the Mortgagors herein by deed of Carroll E. and Sandra K. Waddell July 9, 1976, recorded July 12, 1976 in Deed Volume 1039 at page 465. 11313

This Mortgage is second and junior in lien to that certain Note and Mortgage given to North Carolina National Bank in the original amount of \$23,500.00. Recorded July 12, 1976 in Mortgage Book 1372 at page 5250

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:

- 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.
- 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.

FILED  
OCT 5 1983  
RILEY, RILEY, LASS & MCNEEL  
VICE PRESIDENT  
FIRST UNION MORTGAGE CORPORATION  
9-22-83  
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