37 Villa Rd., Greenville, SC STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

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MORTGAGE OF REAL PROPERTY

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 piece, parcel or lot of land in the State of South Carolina, County of Greenville, on the eastern side of Charlbury Street, in the City of Greenville, being shown as Lot 26 on plat of Section F of Gower Estates, recorded in Plat Book JJJ at Page 99, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Charlbury Street, at the joint front corner of Lots 25 and 26 and running thence along line of Lot 25, N. 70-04 E. 180.3 feet to an iron pin; thence N. 19-50 W. 115 feet to an iron pin; thence along the line of Lot 27, S. 70-04 W. 180.5 feet to an iron pin on the eastern side of Charlbury Street; thence along Charlbury Street, S. 19-56 E. 115 feet to the beginning corner.

This being the same property conveyed to the mortgagor herein by deed of M. G. Proffitt, Inc., dated June 20, 1968 and recorded in the RMC Office for Greenville County, S.C. on June 26, 1968 in Deed Book 847 at Page 330.

This mortgage is second and junior in lien to that mortgage given to Fidelity Federal Savings & Loan Association of Greenville, South Carolina, which mortgage is recorded in Mortgage Book 1338, Page 421.

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. 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.
- 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 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.

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