MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 11th day of November 19 77 among Julius Kilgore & Eunice W. Kilgore (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 Nine Thousand and No/100 ______ (\$ 9,000.00 ____), the final payment of which is due on ______ November 15 ______ 19 ______, together with interest thereon as 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 piece, parcel or lot of land in the County of Greenville, Gantt Township, State of South Carolina situate, lying and being on the southern side of Jacobs Road and being known and designated as a portion of Tract. No. 10 on plat of the Property of Lemuel Davis, said plat being recorded in the RMC Office for Greenville County in Plat Book "P", at Page 23, and having, according to a more recent survey by C. O. Riddle, dated November 14, 1967, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Jacobs Road, said point being 138.7 feet east of the intersection of Jacobs Road and Blasingame Road and running thence S. 41-35 £. 148.6 feet to a point at the common corner of the property of the grantor and that of W. W. Wilkins and running thence N. 24-35 E. 310.6 feet to an iron pin on the southern side of Jacobs Road; thence with Jacobs Road as follows: S. 60-58 W. 84 feet; S. 51-43 W. 91 feet to an iron pin; S. 47-40 W. 110.6 feet to an iron pin, the point of beginning.

THIS being the same property conveyed to the mortgagors herein by deed of Sara Davis Thompson, dated April 9, 1968, recorded April 9, 1968 in Deed Book 841 at Page 429.

ALSO all that piece, parcel or strip of land in the County of Greenville, State of South Carolina being triangular in shape and being shown as a triangular strip known as Jaynes Knoll Subdivision, on plat made by Carolina Engineering and Surveying Company on January 25, 1964 and having, the following metes and bounds, to-wit:

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 fawful 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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