GREENVILLE Wortgagee's Address:

37 Villa Rd. Suite 109 Pied

Suite 109 Piedmont East, G'ville SC MORTGAGE OF REAL PROPERTY

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DONNIE STANKERSLEY
R.M.C

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THIS MORTGAGE made this 23rd day of February, 19 79, among John C. Evans & Constance M. Evans (hereinafter referred to as Mortgagor) and FIRST UNION MORTGAGE CORPORATION, a North Carolina Corporation (hereinafter referred to as Mortgagee):

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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 situate, lying and being at the intersection of Swinson Circle and Abington Way near the City of Greenville, State of South Carolina and known and designated as Lot No. 18 of a subdivision known as Kingsgate, Section II, plat of which is recorded in the RMC Office for Greenville County in Plat Book 4-X at Page 57 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Swinson Circle at the joint front corner of Lots No. 18 and 19 and running thence along the northern side of said circle S. 57-23 W. 89.6 feet to an iron pin; thence N. 78-16 W. 35.9 feet to an iron pin; thence running N. 33-54 W. 118.5 feet to an iron pin; thence N. 56-25 E. 119 feet to an iron pin at the joint rear corner of Lots No. 18 and 19; thence running with the joint line of said lots S. 32-14 E. 145.5 feet to an iron pin, the point of beginning.

DERIVATION: Deed of W. N. Leslie, Inc., recorded in the RMC Office for Greenville County on September 4, 1975 in Deed Book 1023 at Page 664.

THIS mortgage is junior in lien and secondary to that certain mortgage of John C. Evans and Constance M. Evans to First Federal Savings & Loan Association, recorded on November 22, 1976 in Mortgage Book 1383 at Page 557, said mortgage having a present balance in the approximate amount of \$ 48,213.73

Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in anywise incident or appertaining. Inciuding 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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