STATE OF SOUTH CAROLINA)
COUNTY OF Greenville)

DONNIE MARKERSLEY

MORTGAGE OF REAL PROPERTY

June _day of _ THIS MORTGAGE made this ... among John Forrest Ham, Sr. _ (hereinafter referred to as Mortgagor) and FIRST UNION MORTGAGE CORPORATION, a North Carolina Corporation (hereinafter referred to as Mortgagee): 37 Villa Road, Suite 109, Piedmont East, Greenville, S. C. 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 Six Thousand Two Hundred and 00/100 (\$ 6,200.00 _), the final payment of which . 19 <u>89</u> July 15 _____, together with interest thereon as is due on _ 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:

ALL that certain piece, parcel or lot of land, situate, lying and being on the southern side of Clearview Circle, in the County of Greenville, State of South Carolina, being shown and designated as Lot 23 on a Plat of Clearview Acres, recorded in the R.M.C. Office for Greenville County in Plat Book MM, at Page 168, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the southern side of Clearview Circle, joint front corner of Lots 22 and 23, and running thence with the joint line of said lots, S 03-15 W 175 feet to an iron pin; thence S 86-45 E, 100 feet to an iron pin, joint rear corner of Lots 23 and 24; thence with the line of said Lots, N 03-15 E 175 feet to an iron pin on the southern side of Clearview Circle; thence with Clearview Circle, N 86-45 W 100 feet to the beginning corner.

Being the same property conveyed to mortgagor by deed of Mark Alan Poston and Hazel Poston, dated June 25, 1979, to be recorded herewith.

This mortgage is junior in lien to that certain mortgage held by Aiken Loan and Security Company, dated May 7, 1971, and recorded in the RMC Office for Greenville County, S. C. in Mortgage Book 1189 at page 537, in the original principal amount of \$17,900.00 and having a present balance thereon of \$16,003.44.

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 sticles, 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, successors and assigns, forever, for the purposes hereinafter set out and Mortgagor covenants with Mortgagee, 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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