2005 1490 PAGE 349 025 4 12 44 PM 179 STATE OF SOUTH CAROLINA) MORTGAGE OF REAL PROPERTY COUNTY OF __GREENVILLE BONALS - TANKERSLEY

November __ day of __ THIS MORTGAGE made this among Sidney L. Cline and Betty G. Cline (hereinafter referred to as Mortgagor) and FIRST UNION MORTGAGE CORPORATION, a North Carolina Corporation (hereinafter referred to as Mortgagee):

K M.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 no/100--- (\$ 6,200.00----), the final payment of which is due on ___ December 15__ 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 __ County, South Carolina: Greenville ____

All that lot of land in Greenville County, South Carolina, known and designated as Lot Number One Hundred Seventy Nine (179) as shown on a plat entitled Chanticleer, Section V., made by Webb Surveying and Mapping Company, dated July, 1979, and recorded in the R.M.C. Office for Greenville County in Plat Book "4F" at Page 41; and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the South side of Bachman Court as the joint front corners of Lots 179 and 180, and running thence S. 22-35 W, 141.5 feet to an iron pin; thence S. 40-26 E. 111.0 feet to an iron pin; thence N. 39-20 E., 153.6 feet to an iron pin on the right-of-way of Bachman Court; thence running along the right-of-way of Bachman Court N. 50-04 W., 150.0 feet to an iron pin, the point of beginning.

This being the same property conveyed to the mortgagors herein by deed of Chanticleer Real Estate Co. dated August 10, 1976 and recorded in the R.M.C. Office for Greenville County, South Carolina, on August 11, 1976 in Deed Volume 1041 at Page 57.

This mortgage is second and junior in lien to that mortgage given by Mortgagors herein to South Carolina Federal Savings and Loan Association in the original amount of \$51,000.00 recorded in the R.M.C. Office for Greenville County on August 11, 1976 in Mortgages Book 1374 at Page 992, said mortgage being re-recorded on September 1, 1976 in Mortgages Book 1376 at Page 917.

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.
- 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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