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Mortgagee's Address: 37 Villa Rd. Piedmont East, Suite 400, STATE OF SOUTH CAROLINA Greenville, SC 29615 COUNTY OF GREENVILLE MORTGAGE OF REAL PROPERTY 200.1190 FASE 886 <u>December</u> THIS MORTGAGE made this -Robert A. Bailey (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 TWENTY THOUSAND AND NO/100----- (\$  $\frac{20,000.00}{}$ \_\_\_), the final payment of which December 15 19 <u>89</u> \_\_, 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 situate, lying and being in Chick Springs Township and being known and designated as Lot No. 4 and a small portion of Lot No. 5 according to plat of Property of E. D. Harrell, Jr. and L. R. Causey made by W. J. Riddle, January 1952 and revised March 26, 1952 and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of Paris Mountain Road at the joint front corner of Lots Nos. 3 and 4 and running thence along the line of Lot 3 N 45-30 E 165.6 feet to an iron pin at the joint rear corner of Lots Nos. 3 and 4; thence with the line of Lots Nos. 3 and 5 N 50-43 E 25 feet to a point; thence across and through Lot No. 5 in a line parallel with the real line of Lot No. 4 N 34-56 W 154.4 feet more or less to a point in the line of Lot No. 5; thence with the line of Lot No. 5 and the property now or formerly of H. R. Stephenson S 52-10 W 25 feet to an iron pin at the joint rear corner of Lots Nos. 4 and 5; thence the same course S 52-10 W 36.4 feet to an iron pin; thence S 28-38 W 53 feet to an iron pin; thence S 48-32 W 118 feet to an iron pin on the northeastern side of Paris Mountain Road; thence with the northeastern side of Paris Mountain Road S 41-06 E 69.8 feet; thence continuing with said road S 54-42 E 70.2 feet to an iron pin; thence S 67-52 E 10 feet to the point of beginning.

This is the same property conveyed to the mortgagor by deed of Consolidated Properties, Inc. recorded July 18, 1974 in Deed Book 1003 at page 208 in the RMC Office for Greenville County.

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.
- 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.

FUMC 120 SC 12-76

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