acox 1492 PAGE 584

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

COUNTY OF GREENVILL

MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 27th the day of December 19 79, among Bal Mukand and Shobha Aggarwal (hereinafter referred to as Mortgagor) and FIRST UNION MORTGAGE CORPORATION, a North Carolina Corporation (hereinafter referred to as Mortgagee):

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 certain piece, parcel or lot of land situate, lying and being in the City of Mauldin, County of Greenville, State of South Carolina, on the southern side of Meadowbrook Drive and being known and designated as Lot No. 75 as shown on plat of Section Three, BROOKSIDE Subdivision, recorded in the RMC Office for Greenville County in Plat Book 5-P at Page 11, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Meadowbrook Drive, joint front corner of Lots 75 and 76 and running thence with the joint line of said Lots, S.39-55 W. 160 feet to an iron pin in line of Marva Lee Putnam property; thence S.50-05 E. 103 feet to an iron pin, joint rear corner of Lots 74 and 75; thence with the joint line of said Lots, N.39-55 E. 160 feet to an iron pin on the southern side of Meadowbrook Drive; thence with the southern side of Meadowbrook Drive, N.50-05 W. 103 feet to the point of beginning.

THIS is the same property as that conveyed to the Mortgagors herein by deed from Emmanuel Karam and Elizabeth K. Karam, dated December 27, 1979, and recorded in the RMC Office for Greenville County on January 7, 1980.

THIS is a second mortgage subject to that certain first mortgage to First Federal Savings and Loan Association, dited December 27, 1979, and recorded in the RMC Office for Greenville County in Mortgage Book 14/32 at Page 10/30 on January 1/30, in the amount of \$37,791.35.

THE mailing address of the Mortgagee herein is: Piedmont East, Suite 400 Greenville, S. C. 29615

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:

- 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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- AND THE REAL PROPERTY.