

37 Villa Road, Greenville, SC 29615

BOOK 1528 PAGE 437

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

FILED
O. S. C. MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 21st day of November, 1980, among Mary C. Werner, Walter James Werner, Robert Paul Werner and Kathleen Ann Epps (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 Ten Thousand and No/100 (\$ 10,000.00), the final payment of which is due on December 15, 19 90, 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 certain piece, parcel or lot of land situate on the southern side of the Old Spartanburg Road in Butler Township, Greenville County, State of South Carolina, being shown and designated as Lot 9 on a plat of Spring Forest recorded in Plat Book XX at Page 126 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of the Old Spartanburg Road at the joint front corner of Lots 8 and 9 and running thence with the line of Lot 8, S. 26 W. 179 feet to a pin; thence N. 70-13 W. 102 feet to pin; thence with the line of a drainage easement and the line of Lot 10, N. 26-37 E. 179.7 feet to a pin on Old Spartanburg Road; thence with the southern side of said Road, S. 69-57 E. 100 feet to the point of beginning.

This property was conveyed to Henry J. Werner and Mary C. Werner by deed of Margaret B. Trammell dated February 19, 1968 and recorded in the R.M.C. Office for Greenville County, South Carolina on February 19, 1968 in Deed Volume 838 at Page 142. Henry Joseph Werner died intestate on January 10, 1978 as will appear in Apartment 1503, File 12, of the records of the Probate Court for Greenville County, South Carolina leaving as his heirs at law Mary C. Werner, Walter James Werner, Kathleen Ann Epps, and Robert Paul Werner.

RECORDED IN GREENVILLE COUNTY, SOUTH CAROLINA
DOCUMENTARY
STAMP
NOV 20 1980

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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