MORTGAGE OF REAL PROPERTY

December 17th THIS MORTGAGE made this -\_ (hereinafter referred to as Mortgagor) and FIRST <u> Hamlin Beattie</u> 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 \_\_, together with interest thereon as January 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 Greenville \_ County, South Carolina:

All that certain lot of land, in the City of Greenville, County of Greenville, State of South Carolina, designated as Lot No. 26 of the Wade Cothran Property, as shown on plat made by Dalton & Neves, in July, 1947, and recorded in Plat Book H, at Page 163, R.M.C. Office for Greenville County, South Carolina, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the South side of Warner Street, joint corner of Lots Nos. 25 and 26; and running thence along Warner Street, S. 81-15 E. 65 feet to an iron pin at the joint corner of Lots Nos. 26 and 27; thence along the joint line of those lots, S. 9-35 W. 162.5 feet to an iron pin at the corron corner of lots Nos. 16 and 17, 26 and 27; thence along the joint line of Lots Nos. 17 and 26, N. 81-15 W. 65 feet to an iron pin at the joint rear corner of Lots los. 25 and 26; thence along the joint line of those lots, N. 9-35 E. 162.5 feet to the beginning corner on Warner Street.

This being the same property conveyed to the mortgagor herein by deed of Elizabeth Hayne Beattie dated April 14, 1978 and recorded in the R.M.C. Uffice for Greenville County, South Carolina, on April 21, 1978 in Deed Volume 1077 at Page 531.

This mortgage is second and junior in lien to that mortgage given in favor of First Federal Savings and Loan Association in the original amount of \$49,500.00 recorded in the R.M.C. Office for Greenville County, South Carolina, on February 8, 1979 in Mortgages Book 1457 at Page 113.

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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