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MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 19th day of December 1980, among WILLIAM OHEN CARPENTER AND CLEO W. CARPENTER (hereinafter referred to as Mortgagor) and FIRST UNION MORTGAGE CORPORATION, a North Carolina Corporation (hereinafter referred to as Mortgagoe):

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:

ALL that lot of land situate on the north side of Carolina Avenue in the City of Greenville, County of Greenville, State of South Carolina, being known as Lot No. 298 on plat of Section B of Gower Estates, made by R. K. Campbell, December 1961, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book XX pages 36 & 37 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the north side of Carolina Avenue at the joint front corner of Lots 297 and 298 and runs thence with the line of Lot 297, N. 7-14 W. 170 feet to an iron pin; thence S. 82-41 W. 81.5 feet to an iron pin; thence with the line of Lot 299, S. 7-14 E. 170 feet to an iron pin on the north side of Carolina Avenue; thence with Carolina Avenue N. 82-41 E. 81.5 feet to the beginning corner.

This is the same property conveyed to the above named mortgagors by deed of Donald E. Baltz, Inc. recorded in the RMC Office for Greenville County, SC in Deed Book 1090, page 116.

This mortgage is junior in lien to that mortgage given to Citizens Building and Loan Association recorded in the RMC Office for Greenville County in Mortgage Book 1447, page 431 in the original amount of \$40,000.00.

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 spid 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, 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 thortgagee (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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