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STATE OF SOUTH CAROLINA
COUNTY OF Greenville

## MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 2nd	day of January	, 1981,
among <u>Kenly M. &amp; Beverly R. Noel</u>	(hereinafter referred to	as Mortgagor) and FIRST
UNION MORTGAGE CORPORATION, a North Car	rolina Corporation (hereinafter ref	erred to as Mortgagee):
WITNESSETH THAT, WHEREAS, Mortgagor Mortgagor has executed and delivered to Mortgagor Twenty-Three Thousand and no/100	gee a Note of even date herewit	h in the principal sum of
is due on	19 <u>9 1</u> , togetho	er with interest thereon as
Mortgagor has executed and delivered to Mortgagor Twenty-Three Thousand and no/100	gee a Note of even date herewith (\$ 23,000.00 ), the second of the	h in the principal sum one final payment of which er with interest thereon a

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, with the improvements thereon, lying and being in the State of South Carolina, County of Greenville, in the City of Greenville, being known and designated as Lot No. 79 of Traxler Park as shown on revised Plat thereof made by R. E. Dalton, and recorded in the RMC Office for Greenville County in Plat Book E, at Page 270, and having the following metes and bounds, to-wit:

BEGINNING at a pin on Mount Vista Avenue, corner Lot No. 77 and running thence with the line of Lot No. 77, S. 25-22 E., 300 feet to a pin, corner of Lots Nos. 77, 78 and 79; thence with the line of Lot No. 78, S. 64-38 W., 100 feet to the corner of Lots Nos. 78, 79 and 81; thence with the line of Lot No. 81, N. 25-22 W., 300 feet to a pin on Mount Vista Avenue; thence, with said Avenue, N. 64-38 E., 100 feet, to the beginning corner; less, however, a narrow strip at the front of said lot which was taken by the City of Greenville for a sidewalk.

This is the identical piece of property conveyed to the Mortgagors herein by deed of H. Lane Dennard, Jr. and Rita W. Dennard of same date.

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, wits 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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