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:

is due on <u>January 15</u> 19 91 together with interest thereon as

provided in said Note, the complete provisions whereof are incorporated herein by reference;

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

Greenville

County, South Carolina:

All that certain piece, parcel or lot of land in Austin Township, Greenville County, State of South Carolina, within the corporate limits of the City of Mauldin, and being known and designated as Lot Number 24 of a Subdivision known as Glendale III, a plat of which is of record in the R.M.C. Office for Greenville County in Plat Book 4R at Pages 83 and 84, and having the following metes and bounds, to-wit:

BECINNING at a point on the Northeastern side of Fargo Street at the joint front comer of Lots 23 and 24 and running thence with the Northeastern side of Fargo Street S. 65-56 E. 23.6 feet to a point; thence continuing with the curvature of the Northeastern side of Fargo Street S. 70-28 E. 58.2 feet to a point at the joint front corner of Lots 24 and 25; thence N. 48-34 E. Approximately 410.6 feet to a point in Gilder Creek at the joint rear corner of Lots 24 and 25; thence with Gilder Creek as a line approximately N. 40-22 W. approximately 112.9 feet to a point in Gilder Creek; thence continuing with Gilder Creek as a line approximately S. 79-37 W. approximately 56.3 feet to a point in Gilder Creek; thence still continuing with Gilder Creek as a line approximately N. 72-43 W. approximately 104.4 feet to a point in Gilder Creek at the joint rear corner of Lots 23 and 24; thence S. 24-04 W. approximately 382.6 feet to a point on the Northeastern side of Fargo Street at the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of Rosamond Enterprises, Inc. dated September 9, 1977 and recorded in the R.M.C. Office for Greenville County, South Carolina, on September 12, 1977 in Deed Book 1064 at Page 572.

This mortgage is second and junior in lien to that mortgage given in favor of Fidelity Federal Savings and Loan Association in the original amount of \$42,000.00 recorded in the R.M.C. Office for Greenville County, South Carolina, on September 12, 1977 in Mortgages Book 1409 at Page 559.

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, stores 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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