ene.1532 reg231 STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE MORTGAGE OF REAL PROPERTY February THIS MORTGAGE made this. Albert G. Bricco (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 $(\S 12,000.00)$, the final payment of which Twelve Thousand and 00/100 19 <u>89</u> ____, together with interest thereon as February 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 . County, South Carolina: Greenville

All that certain piece, parcel or lot of land situate, lying and being in Oaklawn Township and containing 12.71 acres, more or less, and being known and designated as Tract No. 13 on a plat of the property of Nellie K. Hopkins Estate made by Bakkum-DeLoach & Associates on October 5, 1976 and being recorded in the R.M.C. Office for Greenville County in Plat Book 5-X at pages 31 and 32, reference being had to said plat for a more complete metes and bounds description.

The above-described property is the same acquired by the mortgagor by deed from John Drayton Hopkins and Julian Pelham Hopkins dated November 9, 1976 and recorded on November 15, 1976 in the R.M.C. Office for Greenville County in Deed Book 1046 at page 168.

This mortgage is a second mortgage and is junior in priority to that mortgage held by United Federal Savings and Loan Association dated April 25, 1979 and recorded on April 30, 1979 in the R.M.C. Office for Greenville County in REM Book 1464 at page 718.

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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