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: <u>Greenville</u>

All that piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Tract No. 3 as shown on plat of property of Roy Boggess made by Jones Engineering Service, May 6, 1971, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a cap in the center of the Woodville-Pelzer Road and running along the center of said road N. 87-57 W. 125 feet; running thence N. 2-33 E. 250 feet to an iron pin in the center of a 10-foot drainage easement; running thence along center of said 10-foot drainage easement S. 87-57 E. 125 feet; running thence along joint line of Lots Nos. 2 and 3 and through a 10-foot drainage easement S. 2-33 E. 250 feet to a cap in road.

This being the same property conveyed to the mortgagor herein by deed of Andy M. Holliday recorded in the R.M.C. Office for Greenville County, South Carolina, on September 28, 1979 in Deed Volume 1112 at Page 569.

This mortgage is second and junior in lien to that mortgage given in favor of C. Douglas Wilson & Co. (now NCNB Mortgage Corporation) recorded in the R.M.C. Office for Greenville County, South Carolina, on January 21, 1972 in Mortgages Book 1220, at Page 87.

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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