

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

GR. REC. S.C.

1 PM '81

BOOK 1542 PAGE 744

MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 29th day of May, 19 81, among Walter Paul Fillinsky, Jr. and Beverly K. Woody (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 TWENTY FIVE THOUSAND AND NO/100----- (\$ 25,000.00 ), the final payment of which is due on June 15, 19 91, together with interest thereon as 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 Greenville County, South Carolina: ALL that piece, parcel or lot of land in the City of Greenville, State and County aforesaid, on the north side of West Earle Street and being known and designated as Lot No. C of Map 6 entitled Property of Mountain City Land Company as recorded in the RMC Office for Greenville County in Book WW, at Page 604, and, according to said plat has the following metes and bounds, to wit:

BEGINNING at the corder of Lot No. D on W. Earle St. and running thence with the line of Lot D, N. 5 1/2 E. 200 ft. to a stake; thence with the line of land now or formerly of Stone Land CO., N. 84 1/2 W. 54 1/3 ft. to a stake, corner of Lot B; thence with the line of Lot. No. B, S. 5 1/2 W. 200 ft. to a stake on the north side of Earle St.; thence with the north side of Earle St., S. 84 1/2 E. 54 1/3 ft. to the beginning corner.

ALSO: ALL that certain piece, parcel or lot of land being known and designated as a portion of Lot No. B, according to said plat above and being adjacent to that lot described above and being more fully described as follows:

BEGINNING at an iron pin at the joint corner of Lots Nos. B and C on said map and running thence with the joint line of said lots, N. 5 1/2 E. 200 ft. to a stake on the line of land now or formerly of Stone Land Co.; thence with the said line N. 84 1/2 W. 8 ft. 8 in. to a stake; thence S. 5 1/2 W. 200 ft. to a stake on the north side of W. Earle St.; thence with said street as the line, S. 84 1/2 E. 8 feet, 8 inches to the beginning corner.

BEING the identical property conveyed to the Mortgagors by deed of Louise L. Fore [formerly Louise L. Johnson] of instant date to be recorded herewith.

THIS is a second mortgage junior in lien to a certain mortgage executed by the Mortgagor in favor of United Federal Savings & Loan Association in the sum of \$37,688.32 of instant date to be recorded herewith.

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 and any other Note obligations of mortgagor which are secured by Liens which have priority over the Note obligation herewith secured 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 will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made herein before, and in default thereof the mortgagee may pay the same; and will promptly deliver the official receipts therefor to the mortgagee. If the mortgagor fails to make any payments provided for in this section or any other payments for taxes, assessments, or the like, then, the entire amount of the debt secured, or intended to be secured, shall forthwith become due, at the option of said mortgagee.

5210  
1 JUN 1981  
233

4. COCH

10745

4328 RV-2