Mailing Address: (Greenville Branch) 37 Villa Road, Piedmont East, Suite 400 STATE OF SOUTH CAROLINA Greenville, S.C. 29615 **GREENVILLE COUNTY OF**

(Main Office) First Union Mortgage Corporation Charlotte, North Carolina 28288

> MORTGAGE OF REAL PROPERTY 200x 1515 1408821

June THIS MORTGAGE made this ____25th among R. Anthony Hester and Mary Hinton Hester/ __ (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 (\$ 15,000,00), the final payment of which Fifteen Thousand Dollars ____, together with interest thereon as 19 _91 July 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: Croonville

All that certain piece, parcel or lot of land with the buildings and improvements thereon, lying and being at the southeasterly corner of Kensington Road and Dundee Lane, near the City of Greenville, South Carolina, being designated as Lot No. 28 of Stratford Forest, as recorded in the RMC Office for Greenville County, South Carolina, in Plat Book KK, at Page 89, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southerly side of Kensington Road, joint front corner of Lot Nos. 28 and 31, and running thence along the common line of said Lots S. 12-40 E. 195 feet to an iron pin, common corner of Lot Nos. 28 and 29, 30 and 31; thence along common line of Lot Nos. 28 and 29 S. 78-18 W. 263 feet to an iron pin on the easterly side of Dundee Lane; thence along said Lane N. 7-20 W. 180 feet to an iron pin; thence along the corner of Dundee Lane and Kensington Road N. 43-10 E. 44.1 feet to an iron pin on the southerly side of Kensington Road; theme along said Road N. 81-04 E. 210 feet to an iron pin, the point of BEGINNING.

This is the same property conveyed to the mortgagors herein by deed of S. Milburn Price and Barbara S. Price recorded on May 1, 1981, in Deed Book 1147, at page 239.

This mortgage is junior and subordinate to that certain mortgage given by S. Milburn Price and Barbara S. Price in the original amount of \$33,000.00 dated September 9, 1976, and recorded September 10, 1976, in Mortgage Book 1377, page 433.

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
- 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.

3 ÇĐ ယ

payment of said Note according to its terms, which are incorporated herein by reference.

(V)

 ∞ (

400

FUMC 120 SC PEN 10-79