First Union Mortgage Corp. \$(Charlotte, N. C. 28288 STATE OF SOUTH CAROLINA ) 0. \$. C.

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COUNTY OF Greenville (1) 3 31 PH 181

MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 2nd c day of December 19 81 , among Earl V. Clanton. Jr. and Vickie D. /(hereinafter referred to as Mortgagor) and FIRST UNION MORTGAGE CORPORATION, a North Carolina Corporation (hereinafter referred to as Mortgagee):

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:

ALL that piece, parcel or lot of land situate, lying and being in Greenville County, South Carolina, being known and designated as Lot No. 10 as shown on a plat of MAPLE ACRES, of record in the RMC Office for Greenville County, S. C. in Plat Book FF, at Page 111, and also being known as "Property of Margaret E. McSwain and Louise B. McSwain" as shown on a plat thereof of record in the RMC Office for Greenville County, S. C. in Plat Book 4-K, at Page 89, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on Chastain Drive, joint front corner of Lots Nos. 9 and 10, and running thence with the joint line thereof, N. 22-0 E. 151 feet to an iron pin; thence S. 68-0 E. 147 feet to a point in Langston Creek; thence with the meanderings of said creek, the chord of which is S. 28-03 W. 181.3 feet to an iron pin; thence N. 61-17 W. 35 feet to an iron pin; thence N. 1-37 W. 27.2 feet to an iron pin; thence N. 40-46 W. 40 feet to an iron pin; thence N. 89-06 W. 50 feet to an iron pin, the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of James A. Moehlenbrock dated December 9, 1981, and recorded in the RMC Office for Greenville County, S. C. in Deed Book <u>1159</u>, at Page <u>337</u>.

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. Mortgator shall make timely payments of principal and interest on the above mentioned Note and any Note(s) secured by lien(s) having priority over Mortgagee's within described lien in the amounts, in the manner and at the places set forth therein. This mortgage secures payment of said Mortgagee's 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.

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