890K1561 PAGE437 MORTGAGE OF REAL PROPERTY

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oth . THIS MORTGAGE made this \_\_\_ among Ida Dell Lindley Cantrell and Marion Virgil (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 92 January 15 \_, 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 Greenville Township, Greenville County, State of South Carolina, containing about 13.69 acres, lying and being about four miles from the Greenville County Court House, near the Fasley Bridge Road and Dunham Bridge Road, being a part of the S. T. Earle lands and having, according to a plat by C. M. Furman, Jr., the following metes and bounds, to-wit:

BEGINNING at a sycamore tree on a branch and running thence N. 27-40 E. 566.5 feet to a county road; thence with said road, N. 42 W. 580 feet to another county road; thence with the last mentioned road, S. 38-17 W. 854 feet to a pin in said road; thence S. 21 E 398.5 feet to a poplar tree; thence S. 17-30 E. 275 feet to a branch; thence with the meanders of said branch 575 feet to the beginning corner and containing 13.69 acres.

This is the same property conveyed to the Mortgagors herein by deed of James Thomas Stallings and Violet M. Stallings recorded in the RMC Office for Greenville County in Deed Volume 509 at Page 78 on December 27, 1954.

This mortgage is second and junior in lien to that mortgage given in favor of Fidelity Federal Savings & Loan Association (now American Federal Savings & Loan Association) recorded in the RYC Office for Greenville County in Mortgages Book 1247 at Page 289 in the original amount of \$28,000.00 dated September 1, 1971.

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 Mortgages'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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