STATE OF SOUTH CAROLINA JAN 21 4 22 PH 82 COUNTY OF Greenvilled. S. O. JOHNIL & TANKERSLEY

MORTGAGE OF REAL PROPERTY

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THIS MORTGAGE made this - 15th	day of <u>January</u>	, 1982
THIS MORTGAGE made this y 15th among John O' Gut main & Annabelle S.	Gutmann (hereinafter re	ferred to as Mortgagor) and FIRS
UNION MORTGAGE CORPORATION, a Nort	h Carolina Corporation (hereir	after 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:

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 <a href="mailto:county.count

ALL that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, in Chick Springs Township, being known and designated as Lot D on Revised Plat, Richard R. Perdue, recorded in the RMC Office for Greenville County in Plat Book 4-M at Page 157, and being shown on a more recent plat entitled "Property of John C. Gutmann and Annabelle S. Gutmann", prepared by Carolina Surveying Company, dated January 21, 1982, and recorded in the RMC Office for Greenville County in Plat Book 2 at Page 3 and having such metes and bounds as shown on the more recent plat, reference to which is hereby made for a more complete description.

THIS is the same property as that conveyed to the Mortgagors herein by deed from Merrill Lynch Relocation Management, Inc. recorded in the RMC Office for Greenville County of even date herewith.

THIS is a second mortgage subject to that certain first mortgage to American Federal Savings and Loan Association recorded in the RMC Office for Greenville County of even date herewith.

THE mailing address of the Mortgagee herein is 37 Villa Road, Piedmont East, Greenville, South Carolina 29615.

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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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