Charlotte, NC 20200 FILED BOOK 1578 PAGE 788 STATE OF SOUTH CAROLINA) COUNTY OF __GREENVILLE MORTGAGE OF REAL PROPERT Aug 28 12 09 PH '82 24thonnie S. TANKERSLEY Augustп. day of ... THIS MORTGAGE made this _ Tommy M. Brown __ (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 Fourteen Thousand, Five Hundred and No/100--- (\$ 14.500.00---), the final payment of which is due on September 1 ____, 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

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:

ALL that piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being near the City of Greenville, in the County of Greenville, State of South Carolina, being known and designated as Lot No. 25 of New Furman Heights, plat of which is recorded in Plat Book EE, Page 75, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Ruby Drive, joint front corners of Lots 24 and 25, and running thence along said lot S. 7-23 W. 150 feet to an iron pin, and running thence N. 82-37 W. 80 feet to an iron pin, joint rear corners of lots 25 and 26; and running thence along joint lines of said lots N. 7-23 E. 150 feet to an iron pin on the southern side of Ruby Drive; running thence along the southern side of Ruby Drive S. 82-37 E. 80 feet to an iron pin, point of beginning.

This is the same property conveyed to the mortgagor herein by deed of Furman T. Finch dated November 11, 1970 and recorded in the RMC Office for Greenville County, South Carolina, on November 16, 1970 in Deed Book 902 at Page 614.

This mortgage is second and junior in lien to that mortgage given in favor of Aiken Loan and Security Company in the original amount of \$14,500.00 and recorded in the RMC Office for Greenville County, South Carolina on November 16, 1970 in Mortgage Book 1172 at Page 563.

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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