37 Villa Rd., Greenville, SC GREENVILLE CO. S. C. STATE OF SOUTH CAROLINA) Jan 22 2 19 PH '79 MORTGAGE OF REAL PROPERTY COUNTY OF _ GEENVILLE _____) DONNIE S. TANKERSLEY -68 mi1995 r.H.C. January <u> 15th</u> day of . THIS MORTGAGE made this _ _ (hereinafter referred to as Mortgagor) and FIRST among D. Ross Gill and Marilisa F. Gill 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 _____), the final payment of which Six Thousand, Nine Hundred and NO/100---- (\$6,900.00

is due on an artificial for the southestern side of reince training brive, at the joint corner of Lots Nos. 7 and 8 and running thence S. 62-05 W. 172.0 feet to an iron pin; thence S. 31-38 E. 118.2 feet to an iron pin on the line of property now or formerly belonging to the Lion's Club; thence along the Lion's Club property, N. 56-22 E. 164.5 feet to an iron pin on the southwestern side of Prince Channing Drive; thence along the southwestern side of Prince Charming Drive, N. 28-00 W. 102.0 feet to an iron' pin) the point of beginning.

THIS being the same property conveyed to the mortgagors herein by deed of Davidson Enterprises, Inc., dated August 18, 1976, recorded in the RMC Office for Greenvilles County, S.C. on August 19, 1976 in Deed Book 1041 at Page 464.

THIS mortgage is second and junior in lien to that mortgage given to First Federal Savings & Loan Association in the amount of \$25,500.00, which mortgage was recorded in the RMC Office for Greenville County, S.C. on April 13, 1976 in Mortgage 1364 at Page 702.

Corcalled 1910 131910 Donnie & Interesting 16338

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 experatus, equipment, fixtures, or articles, whether in single units or centrally controlled, used to supply heat, gas, Conditioning, water, light, power, refrigeration, ventilation or other services, and also together with any screen, 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 in the amounts, in the manner and at the place set forth therein. This Mortgage secures payment of said Note according to its terms, which are incorporated herein by reference.
- 2. TAXES. Mortgagor shall pay all taxes, charges and assessments which may become a lien upon the s hereby conveyed before any penalty or interest accrues thereon and shall promptly deliver to Mortgagee (at its request) official receipts evidencing payment thereof. In the event of the passage after the date of this Mortgage of any law imposing a federal, state or local tax upon Mortgage or debts secured thereby, the whole principal sum (together with interest) secured by this Mortgage shall, at the option of Mortgagee, its successors and assigns, without notice become immediately due and payable.

FUMC 120 SC 12-76