MORTGAGE OF REAL PROPERTY

R.H.C.

23rd day of ... THIS MORTGAGE made this _ among Lawrence K. and Judith J. Landers (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 Eight Thousand & No/100----- (\$ 8.000.00), the final payment of which May 15 <u> 19 87 </u> _, together with interest thereon as provided in said Note, the complete provisions whereof are incorporated herein by reference:

This being the same property conveyed to the Mortgagors herein by deed of Turnkey Enterprises, Inc. recorded January 19, 1977 in Deed Volume 1049 at page 866.

This Mortgage is second and junior in lien to that mortgage in favor of Fidelity Federal Savings and Loan Association in the original amount of \$42,000.00 recorded January 19, 1977 in Mortgage Book 1387 at page 595.

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, Retures, 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 fall of which the theaters to be a part of said real estate whether physically attached thereto or not). 2 1 100 BY

TO HAVE AND TO HOLD the same with all privileges and appurtenances thereunto belonging to Mortgegee, 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,

UMORTGAGOR 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 payments 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 premises hereby conveyed before any penalty or interest accrues thereon and shall promptly deliver to Modgagee (at its request) official receipts evidencing payment thereof. In the event of the passage after the date of Ris 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.

FUNC 120 SC 12-76

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE