826297 NORT 1538 1136
MORTGAGE OF REAL PROPERTY 165 STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE \_day of \_\_April THIS MORTGAGE made this 6th among John Courtney & Marcie Boyd Bowers (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 \_\_ (\$ 25,000.00 ), the final payment of which TWENTY-FIVE THOUSAND AND NO/00

provided in said Note, the complete provisions whereof are incorporated herein by reference; The above conveyance is subject to all rights of way, easements and protective covenants affecting the property appearing upon the public records of Greenville County.

This is a junior mortgage, junior in lien to that mortgage given to South Carolina National Bank, Greenville, South Carolina, on March 25, 1975, which mortgage is recorded in the RMC Office for Greenville County, South Carolina in Mortgage Book 1335 Hall Sansan

\_ 19 91 \_\_\_\_\_, together with interest thereon as

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 belofiging 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 premises 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.

FUNC 120 SC 12-76

is due on \_\_April 15,