

37 Villa Road, Greenville, S.C.

GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

OCT 20 4 09 PM '77

BOOK 1413 PAGE 466

DONNIE S. TANKERSLEY MORTGAGE OF REAL PROPERTY  
R.M.C.

THIS MORTGAGE made this 10th day of October, 19 77,  
among Billy E. Nivens (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  
One Thousand, Nine Hundred & No/100-- (\$ 1,900.00 ), the final payment of which  
is due on October 15 19 80, 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  
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  
Greenville County, South Carolina:

ALL that certain piece, parcel or lot of land situate, lying and being  
on the south side of Sunrise Drive, in the City of Mauldin, County of  
Greenville, state of South Carolina, and being a portion of the .88  
acre tract as shown on plat of Property of Hendrix and Reid, recorded  
in the RMC Office for Greenville County in Plat Book DD at Page 125,  
and having, according to said plat, the following metes and bounds,  
to-wit:

BEGINNING at an iron pin on the south side of Sunrise Drive at the  
joint corner of the aforementioned tract and a .61 acre tract; thence  
along the joint line of said tracts, S. 24-06 E. 201.5 feet to an iron  
pin; thence S. 60-31 W. 75 feet to an iron pin; thence N. 23-11 W.  
232.8 feet to an iron pin on the south side of Sunrise Drive; thence  
along said Drive, S. 84-46 E. 75 feet to the point of beginning.

This mortgage is second and junior in lien of that mortgage given to  
Carolina National Mortgage Investment Co., Inc., assigned to the Federal  
National Mortgage Association, in the original amount of \$12,600.00,  
recorded in Mortgage Book 1065, Page 251.

Being the same property conveyed to the mortgagor herein by deed of  
Lewis J. Brennan & Janie C. Brennan, dated 11/16/70, recorded in Deed  
Book 902, Page 620.

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. 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.

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