

37 Villa Rd., Greenville, SC

BOOK 1424 PAGE 559

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 22nd day of February, 19 78,
among Tommy M. Smothers (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
Seven Thousand, Four Hundred & No/100 (\$ 7,400.00), the final payment of which
is due on March 15 19 88, 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 piece, parcel or lot of land, with the buildings and improve-
ments thereon, situate, lying and being near the City of Greenville in
the County of Greenville, State of South Carolina, being known and desig-
nated as Lot 20 on Plat of Paris Mountain Gardens, plat of which is re-
corded in the RMC Office for Greenville County in Plat Book EE, Page 7,
and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southwesterly side of Coleman Court, joint
front corner of Lots 20 and 21; and running thence S. 26-30 W. 138.7 feet
to an iron pin in the center of a ten foot utility easement; thence
through said easements, S. 44-08 E. 74 feet to an iron pin; thence N. 26-
03 E. 163.9 feet to an iron pin on Coleman Court; thence along Coleman
Court, N. 63-57 W. 70 feet to an iron pin, the point of beginning.

THIS being the same property conveyed to the mortgagor herein by deed of
Robert S. Bonheim, dated June 10, 1971, recorded in the RMC Office for
Greenville County, S.C. June 11, 1971 in Deed Book 918 at Page 638.

THIS mortgage is second and junior in lien to that mortgage given to
Cameron-Brown Company in the amount of \$16,800.00, recorded in the RMC
Office for Greenville County, S.C. on June 13, 1967 in Mortgage Book
1060 at Page 303.

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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