

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 10th day of AUGUST, 1979, among STEVEN KEITH SIMS (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 FIVE THOUSAND AND NO/100 (\$5,000.00), the final payment of which is due on August 15, 1986, 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 tract of land situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as a ten (10) acre tract on plat of land of Venie Clark surveyed March 17 and 18, 1977, by John C. Smith, Surveyor and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at a nail and cap in the center of Old Greenville-Pelzer Highway being the southernmost corner of property herein conveyed joint front corner of property herein described and property now or formerly of Bob Boiter; thence turning and running along the common line N. 42-00 W. 431.4 feet to nail and cap in the center of railroad right of way; thence turning and running N. 34-40 E. along center line of railroad, 867.3 feet to an old nail; thence turning and running S. 57-06 E. 160.4 feet to an iron pin; thence running S. 35-29 E. 163.0 feet to an iron pin; thence running S. 54-09 E. 55.4 feet to nail and cap in Old Greenville-Pelzer Highway; thence turning and running along said Highway, the following courses and distances, S. 11-05 W. 240.5 feet, S. 23-00 W. 192.0 feet, S. 44-27 W. 391.0 feet; S. 56-28 W. 130.6 feet to a nail and cap, point of BEGINNING.

This mortgage being junior in lien to that certain mortgage given by Steven K. Sims to Venie Clark dated Dec. 12, 1977 and recorded in the RMC Office for Greenville County in REM Book 1418 at page 339.

This being the same property conveyed to the mortgagor herein by deed of Venie Clark dated Dec. 12, 1977 and recorded in Deed Book 1070 at page 22 in the RMC Office for Greenville County, S.C.

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.