

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

BOOK 1502 PAGE 186
MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 28th day of April, 1980, among Emilio J. Pou and Eusebia C. Pou (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 Seventeen Thousand Three Hundred and No/100 (\$ 17,300.00), the final payment of which is due on May 15 19 90, 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 situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot 103 of Wellington Green, Section Three, as shown on plat thereof recorded in the R.M.C. Office for Greenville County in Plat Book YY, Page 116 and having, according to a more recent survey entitled Property of Emilio J. Pou and Eusebia C. Pou prepared by Carolina Surveying Company, dated April 28, 1980, recorded in the R.M.C. Office for Greenville County in Plat Book 72, Page 51, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Gladesworth Drive at the joint front corner of Lots 102 and 103 and running thence along Gladesworth Drive N. 52-05 W., 151.7 feet to an iron pin at the corner of the intersection of Gladesworth Drive and Kenilworth Drive; thence around the corner of said intersection and following the curvature thereof, the chord being S. 80-50 W., 34.0 feet to an iron pin on the southeastern side of Kenilworth Drive; thence along Kenilworth Drive S. 33-45 W., 105.0 feet to an iron pin at the joint corner of Lots Nos. 103 and 104; thence along the line of Lot No. 104 S. 53-33 E., 169.6 feet to an iron pin in the line of Lot No. 102; thence along line of Lot 102 N. 37-55 E., 125 feet to the point of beginning.

This is the same property conveyed to the mortgagors by deed of J. Leon Collins and Barbara B. Collins recorded in the R.M.C. Office for Greenville County on May 2, 1980, in Deed Book 1125, Page 50.

This mortgage is junior in lien to that certain mortgage executed in favor of United Mortgage Servicing Corporation recorded in the R.M.C. Office for Greenville County on February 20, 1969, in Real Estate Mortgage Book 1117, Page 472. Said mortgage was in the original amount of \$37,275.00 and presently has a balance of \$31,499.11.

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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