

37 Villa Road, Greenville, SC 29615
STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

FILED
SEP 21 2 56 PM '80
JOHN R. HANFERSLEY
R.M.C.

1517 123
MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 23rd day of September, 19 80,
among Richard J. Herdklotz and Sharon B. Herdklotz (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
Ten Thousand and No/100 (\$ 10,000.00), the final payment of which
is due on October 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 certain piece, parcel or lot of land, situate, lying and being in Greenville
County, South Carolina, being shown and designated as Lot 7 on a plat of WADE HAMPTON
GARDENS, Section III, recorded in the R.M.C. Office for Greenville County in Plat Book
YY, at Page 179, and having, according to a more recent survey by John R. Long, dated
April 28, 1979, the following metes and bounds:

BEGINNING at an iron pin on the eastern side of Leyswood Drive, joint front corner of
Lots 7 and 8, and running thence with said Drive, N. 21-6-0 W. 105 feet to an iron pin,
joint corner of Lots 6 and 7; thence with the common line of said lots, N. 71-43-60 E.
154.00 feet to an iron pin in or near a creek; thence with the creek as the line, the
traverse of which is S. 33-9-8 E. 102.24 feet to an iron pin at the joint rear corner
of Lots 7 and 8; thence with the common line of said lots, S. 69-45-0 W. 175.18 feet
to an iron pin on the eastern side of Leyswood Drive, the point of beginning.

This being the same property conveyed to the mortgagors herein by Deed of Howard W.
Rowland and Denise H. Rowland dated May 2, 1979 and recorded in the R.M.C. Office for
Greenville County, South Carolina, on May 3, 1979 in Deed Volume 1101 at Page 745.

This mortgage is second and junior in lien to that mortgage given in favor of Fidelity
Federal Savings and Loan Association in the original amount of \$36,914.19 recorded in
the R.M.C. Office for Greenville County, South Carolina, in Mortgages Book 1465 at
Page 266 on May 3, 1979.

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
TAX
04.00

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.