

37 Villa Rd., Suite 400, Greenville, SC 29615

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

GREENVILLE CO. S. C.

OCT 16 11 43 AM '80

1530 308

MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 14th day of October, 19 80,
among Willie R. Gibson & Leona J. Gibson (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 Sixteen Thousand Three Hundred & No/100\$ 16,300.00, the final payment of which is due on November 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 lot of land with the buildings and improvements thereon situate on the north and west side of Cheyenne Drive in the Town of Simpsonville, Austin Township, Greenville County, South Carolina, being shown as Lot 189 on plat of Section III of Westwood Subdivision, recorded in the RMC Office for Greenville County, S.C. in Plat Book 4-N, Page 30 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the north side of Cheyenne Drive at the joint corner of Lots 188 and 189 and runs thence along the line of Lot 188 N. 20-54 W. 151.5 feet to an iron pin; thence along the line of Lot 191 and 190 S. 89-11 E. 125 feet to an iron pin on the west side of Cheyenne Drive; thence along the west side of Cheyenne Drive S. 7-00 W. 105.0 feet to an iron pin; thence continuing along said drive S. 0-52 W. 25 feet to an iron pin; thence with the bend of Cheyenne Drive S. 57-38 W. 27.6 feet to an iron pin; thence with the curve of Cheyenne Drive (the chord being N. 82-34 W. 34.8 feet) to the beginning corner.

This being the same property conveyed to the Mortgagors herein by deed of Builders & Developers, Inc. November 24, 1971, recorded December 8, 1971 in Deed Volume 931 at page 297.

This Mortgage is second and junior in lien to that mortgage given to the Farmers Home Administration December 6, 1971, recorded December 8, 1971 cont..

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.