37 Villa Road, Greenville SC 2501 CO. S. C. 23 200x1487 FATE 233 STATE OF SOUTH CAROLINA) Nov 5 12 36 PH 179 8259 11 COUNTY OF ___ CREENVILLE MORTGAGE OF REAL PROPERTY DONNIE S. TANKERSLEY R.M.C. 85 ma 294 BOOK THIS MORTGAGE made this ____26th _day of _ October among <u>Walter J. Davis</u> (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, Three Huxlred and No/100--- (\$ 10,300.00----), the final payment of which is due on <u>liovemer 15</u> _ 19 _86_ ... 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 Morthagothing agreed to story said their and interest 160 feet to an iron pin, the point of beginning. This is the same property conveyed to the mortgagor herein by two deeds: (1) deed of Nevada J. Davis dated August 19, 1968 and recorded in the R.M.C Office for Greenville County, South Carolina, on August 20, 1968 in Deeds Book 850 at Page 527; and (2) deed of Frank P. McGowan, Jr., Master in Equity, dated March 22, 1977 and recorded in the R.M.C. Office for Greenville County, South Carolina, on March 24, 1977 in Deeds Book 1053 at Page 288. This mortgage is second and junior in lien to that mortgage given by cortgagor to C. Douglas Wilson & Co., dated August 19, 1968, and recorded in the R.M.C. Office for Greenville County on August 20, 1968 in Mortgages Volume 1100 at Page 473. Together with all and singular the rights, members, hereditaments and appurtenances to said premises, G 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, fight, power, refrigeration, ventilation or other services, and also together with any screens, with the state of th doors and windows, screen doors, awnings, stoves and water heaters (all of which are dependent) said real estate whether physically attached thereto or not). 33959 TO HAVE AND TO HOLD the same with all privileges and appurtenances thereunto belonging to Mortgagee, UN 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. 187 MORTGAGOR COVENANTS with Mortgagee, its heirs, successors and assigns as follows: 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 segures 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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