

37 Villa Rd., Greenville, S.C.  
STATE OF SOUTH CAROLINA )  
COUNTY OF Greenville )

FILED  
GREENVILLE CO. S.C.

BOOK 1413 PAGE 218

OCT 16 2 24 PM '77

MORTGAGE OF REAL PROPERTY

JONNIE S. WILSON

THIS MORTGAGE made this 11th day of October, 1977,  
among Harry C. Fowler (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  
Six Thousand, Two Hundred and No/100 (\$ 6,200.00), the final payment of which  
is due on October 15 19 84, 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 with all improvements thereon, or hereafter  
constructed thereon, situate, lying and being in the County of Greenville, State of  
South Carolina, being shown and designated as Lot #23 on plat of Dellvista Heights,  
recorded in the RMC Office for Greenville County, South Carolina in Plat Book RR at  
Page 125, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southeasterly side of Venus Court at the joint front  
corner of Lots #22 and 23 and running thence with Venus Court, S. 44-54 W. 100 feet  
to an iron pin; thence continuing with the curve of Venus Court, the chord of which  
is S. 7-04 E. 30.8 feet to an iron pin on Melanie Lane; thence with Melanie Lane,  
S. 59-02 E. 68.2 feet to an iron pin; thence continuing with Melanie Lane, S. 43-21  
E. 59.5 feet to an iron pin; thence N. 44-54 E. 104.5 feet to an iron pin; thence  
N. 45-06 W. 150 feet to the point of beginning.

THIS mortgage is second and junior in lien to that mortgage given to Carolina Federal  
Savings & Loan Association in the original amount of \$27,600.00, which mortgage is  
recorded in the RMC Office for Greenville County, S.C. in Mortgage Book 1359 at Page  
386.

THIS being the same property conveyed to the mortgagor herein by deed of E. C. Elliott,  
dated January 30, 1976, and recorded in the RMC Office for Greenville County, S.C. in  
Deed Book 1031 at Page 9 on February 2, 1976.

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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