

MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 17TH day of October, 1977, among Bobby Joe Burton & Lois S. Burton (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 Eight Thousand, Six Hundred & No/100----- (\$ 8,600.00), the final payment of which is due on November 15 19 87, 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, lying, situate and being in the State of South Carolina, County of Greenville, on the northeastern side of Roper Mountain Road, being shown and designated on a plat entitled "Property of Bobby Joe Burton and Lois S. Burton", made by C. O. Riddle, RLS, dated April 4, 1973 and recorded in the RMC Office for Greenville County in Plat Book 4-Y at Page 124, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a nail and cap in Roper Mountain Road and running thence with said Road, N. 46-49 W. 229.65 feet to an old railroad spike at the intersection of Roper Mountain Road and a County Road; thence with said County Road, N. 49-51 E. 222 feet to an iron pin; thence S. 49-56 E. 7.4 feet to an iron pin; thence continuing on said course, 185.4 feet to an iron pin; thence with the joint property line of property described herein and property now or formerly of Dewey Steading, S. 40-21 W. 200.0 feet to an iron pin; thence continuing on said course, 30.6 feet to a nail and cap in Roper Mountain Road, the point of beginning. Containing 1.09 acres.

THIS BEING the same property conveyed to the mortgagors herien by deed of Dewey Lee Steading, dated April 5, 1973, recorded in the RMC Office for Greenville County, SC in Deed Book 972 at Page 79 on April 6, 1973.

THIS mortgage is second and junior in lien to that mortgage given in favor of Fidelity Federal Savings & Loan in the original amount of \$20,500.00, dated April 5, 1973 and recorded April 6, 1973 in the RMC Office for Greenville County, S.C. in REM Book 1271 at Page 773.

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.

0770

4328 RV-23