37 Villa Rd., Greenville, S.C. UNEENVILLE CO.S.C "cy 1 1 56 Pl 170 STATE OF SOUTH CAROLINA) COUNTY OF _GREENVILLE_ JOHNIE S. TANKERSLEY

OPEN 1415 PACE 32 MORTGAGE OF REAL PROPERTY

<u> 31st</u> October | _ day of ___ THIS MORTGAGE made this _ among William Lee Wilson & Jacqueline M. Wilson (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, Seven Hundred and No/100---- (\$8,700.00 _____), the final payment of which 19 _82 November 15 ____, together with interest thereon as is due on 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 northeast side of Westwood Drive, near the Town of Simpsonville, Austin Township, Greenville County, South Carolina, being shown as Lot 16 on Plat of Section I of Westwood Subdivision, recorded in the RMC Office for Greenville, S.C. in Plat Book 4-F, Page 21, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at the joint corner of Lots 15 and 16 and runs thence along the line of Lot 16, N. 54-00 E. 153.75 feet to an iron pin; thence N. 42-21 W. 120 feet to an iron pin; thence along the line of Lot 17, S. 47-38 W. 146.6 feet to an iron pin on the northeast side of Westwood Drive; thence along Westwood Drive, S. 44-39 E. 77 feet to an iron pin; thence continuing along Westwood Drive, S. 22-59 E. 28 feet to the beginning corner.

THIS being the same property conveyed to the mortgagors herein by deed of Jerry A. Powell and Sharon S. Powell, dated March 15, 1972 and recorded in the RMC Office for Greenville, S.C. in Deed Book 938 at Page 278 on March 15, 1972.

THIS mortgage is second and junior in lien to that mortgage given to Farmers Home Administration in the original amount of \$15,900.00, recorded in the RMC Office for Greenville County, S.C. in Mortgage Book 1168 at Page 5 on September 29, 1970.

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.
- 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.

FUMC 120 SC 12-76

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STATE OF THE STATE