37 Villa Road, Greenville, S.C. GREENVILLE CO. S. C. 2008 1415 ENGE 231 STATE OF SOUTH CAROLINA) COUNTY OF __GREENVILLE MORTGAGE OF REAL PROPERTY 137 8 12 05 FH 17 Clabic S. TARKERSLEY November THIS MORTGAGE made this __ _ (hereinafter referred to as Mortgagor) and FIRST among Michael David Dunlap and Carol H. Dunlap 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 Four Thousand, Seven Hundred and No/100---- (\$ 4,700.00 _____), the final payment of which November 15 __ 19 <u>_85_</u> ___, 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 situate, lying and being in the City of Mauldin, County of Greenville, State of South Carolina, being known and designated as Lot No. 47 on plat of Forrester Woods, Section 7, recorded in the RMC Office for Greenville County,

THIS being the same property conveyed to the mortgagors herein by deed of DANCO, INC. which deed is dated March 28, 1977 and recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1053 at Page 541, recorded March 29, 1977.

South Carolina in Plat Book 5-P at Pages 21 and 22, reference to which is hereby made

for a more complete description by metes and bounds.

THIS mortgage is second and junior in lien to that certain mortgage given to South Carolina Federal Savings & Loan in the original amount of \$48,800.00, which mortgage was dated May 14, 1976 and recorded in the RMC Office for Greenville County, S.C. in Mortgage Book 1367 at Page 553.



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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