

37 Villa Rd., Greenville, SC GREENVILLE CO. S.C.

BOOK 1415 PAGE 702

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

NOV 2 1985  
DEED TO LAND

MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 4th day of November, 19 77,  
among John Max Humphries & Sue Frances Humphries (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  
Five Thousand, Nine Hundred and No/100 (\$ 5,900.00), the final payment of which  
is due on November 15 19 85, 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 those certain pieces, parcels or lots of land situated in the State  
of South Carolina, County of Greenville, on the Northern side of Miami  
Avenue, being known and designated as Lots 54 and 55 as shown on plat of  
Spring Brook Terrace, which plat is recorded in the RMC Office for Green-  
ville County in Plat Book "KK" at Page 143, and having, according to said  
plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northern side of Miami Avenue at the joint  
front corner of Lots 53 and 54; thence with northern side of Miami Avenue  
S. 88-0 W. 150 feet to an iron pin; thence N. 2-0W. 150 feet to an iron  
pin; thence N. 80-0 E. 150 feet to an iron pin at the joint rear corner  
of Lots 53 and 54; thence with common line of said Lots, S. 2-0 E. 150  
feet to the point of beginning.

THIS being the same property conveyed to the mortgagors herein by deed of  
Margaree H. Horton, dated November 17, 1971, recorded in the RMC Office  
for Greenville, S.C. in DeedBook 930 at Page 163.

THIS mortgage is second and junior in lien to that mortgage given to  
Cameron-Brown Company, original amount of \$22,000.00, recorded in  
RMC Office for Greenville, S.C. on November 18, 1971 in Mortgage Book  
1213 at Page 661.

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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