

37 Villa Road, Greenville, SC
STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

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MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 27th day of December, 19 77,
among Robert D. Garrett & Anne M. Garrett (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, Eight Hundred & No/100----- (\$ 6,800.00), the final payment of which
is due on January 15 19 88, 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 the buildings and improvements thereon,
situate, lying and being near the City of Greenville, in the County of Greenville,
in the State of South Carolina, being known and designated as Lot No. 28 on Plat of
Chestnut Hills No. 1, plat of which is recorded in the RMC Office for Greenville County,
South Carolina, in Plat Book QQ, Page 83, and having, according to said plat, the
following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southern side of Kathryan Court at the joint front
corner of Lots 27 and 28; which pin is 1100.8 feet WEST of the intersection of
Kathryan Court and Bear Grass Drive; and running thence S. 4-36 W. 130 feet to an
iron pin; thence N. 85-24 W. 111 feet to an iron pin, joint rear corner of Lots
28 and 29; thence N. 16-43 E. 150.2 feet to an iron pin on the South side of
Kathryan Court, the chord of which is S. 70-45 E. 66.7 feet to an iron pin;
thence continuing with the South side of Kathryan Court, S. 85-24 E. 15 feet
to the point of beginning.

THIS being the same property conveyed to the mortgagors herein by deed of Newell
Weldon Howington, dated August 21, 1964 and recorded in the RMC Office for Greenville
County, SC on August 26, 1964 in Deed Book 756 at Page 250.

THIS mortgage is second and junior in lien to that mortgage given to

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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