

37 Villa Rd., Greenville, SC

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

1425 11212
MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 27th day of February, 19 78,
among David E. Mullinax & Phyllis B. Mullinax (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, One Hundred & No/100-- (\$ 8,100.00), the final payment of which is due on March 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 situate, lying and being in Greenville County, South Carolina, being shown as Lot 52 on Map 2 of Cherokee Forest, plat of which is recorded in the RMC Office for Greenville County in Plat Book EE, Pages 190-191, and according to said plat, having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the West side of Edwards Road at the joint corner of Lots 51 and 51 and running thence with the line of said Lots, N. 63-40 W. 136.1 feet; thence S. 32-44 W. 96.1 feet to an iron pin on Cherokee Drive; thence with Cherokee Drive, S. 38-49 E. 75 feet to bend; thence continuing with Cherokee Drive, S. 50-49 E. 75 feet to curve at the intersection of Cherokee Drive and Edwards Road; thence with said curve (the chord of which is N. 72-04 E) 26.8 feet to a point on Edwards Road; thence N. 19-46 E. 126 feet to the point of beginning.

THIS being the same property conveyed to the mortgagors herein by deed of Portia B. Dent (formerly Portia B. Moore), dated January 13, 1969, recorded January 15, 1969 in the RMC Office for Greenville County, S.C. in Deed Book 860 at Page 158.

THIS mortgage is second and junior in lien to that mortgage given to Cameron-Brown Company in the amount of \$17,700.00, which mortgage was recorded in the RMC Office for Greenville County, S.C. on January 15, 1969 in Mortgage Book 1114 at Page 443.

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.

0212

4328 RV-21