

MORTGAGE OF REAL PROPERTY

DONNIE S. TANKERSLEY
R.M.C.

THIS MORTGAGE made this 22 day of March, 19 78, among William Gene McElroy (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 Nine Hundred & 00/100 (\$ 8,900.00), the final payment of which is due on May 15, 19 78, 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 of that certain piece, parcel or lot of land in the State of South Carolina, Greenville County, near the City of Greenville, lying on the southern side of Leyswood Drive, being known and designated as Lot No. 151 on a plat of Section 3 of Wade Hampton Gardens, prepared by Piedmont Engineers and Architects, dated March 25, 1964, recorded in the R.M.C. Office for Greenville County in Plat Book YY, Page 179, and having, according to said plat, the following courses and distances, to-wit:

BEGINNING at an iron pin on the southern side of Leyswood Drive at the joint front corner of Lots 151 and 152 and running thence with the southern side of said Drive, N. 74-33 E. 110 feet to an iron pin at the corner of Lot 150; thence with the line of Lot 150 S. 15-27 E. 160 feet to an iron pin in the line of Lot No. 155; thence with the line of Lots 155 and 154, S. 74-33 W. 110 feet to an iron pin at the corner of Lot 152; thence with the line of Lot 152, N. 15-27 W. 160 feet to an iron pin on the southern side of Leyswood Drive, the point of beginning.

This is the identical property conveyed to Mortgagor herein by Deed of Robert M. Teague, recorded in the R.M.C. Office for Greenville County in Deed Book 959, Page 264, on October 31, 1972.

This is a second Mortgage junior in lien of priority to that certain Mortgage held by Cameron Brown Co. dated October 30, 1972 and recorded in the R.M.C. Office for Greenville County in Mortgage Book 1255, Page 297 on October 31, 1972.

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).

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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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