

37 Villa Rd., Greenville, SC

FILED GREENVILLE CO. S.C.

BOOK 1439 PAGE 63

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

JUL 21 2 45 PM '78  
DORRIS S. TAMMERSLEY  
R.M.C.

MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 18th day of July, 19 78,  
among Donald E. Pruitt (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  
Seventeen Thousand, Three Hundred & No/100 17,300.00, the final payment of which  
is due on August 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 lying, being and situate in Oneal  
Township, on the South side of Cumberland Drive, in County and State  
aforesaid, and being known and designated as Lot No. Sixteen (16) of  
the Woburn Court property of W. Dennis Smith as shown on plat prepared  
by John A. Simmons, Reg. Surveyor, dated July 25, 1963 and which plat has  
been recorded in the RMC Office for Greenville County in Plat Book WW  
at Page 525, reference to which plat is hereby made for a more parti-  
cular metes and bounds description thereof.

THIS being the same property conveyed to the mortgagor herein by deed  
of W. Dennis Smith, dated January 19, 1966, recorded in the RMC Office  
for Greenville County, S.C. on January 25, 1966 in Deed Book 790 at  
Page 557.

THIS mortgage is second and junior in lien to that mortgage given to Woodruff federal  
Savings & Loan Association in the amount of \$12,200.00, which mortgage was recorded  
in the RMC Office for Greenville County, S.C. on January 25, 1966 in Mortgage Book 1020,  
at Page 500.

STATE OF SOUTH CAROLINA  
SOUTH CAROLINA TAX COMMISSION  
DOCUMENTARY  
JUL 21 1978  
STAMP TAX \$ 06.92

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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