

STATE OF SOUTH CAROLINA  
COUNTY OF Greenville

GREENVILLE CO. S. C.  
1315 1 32 PM '78  
W. S. TANKERSLEY  
R.M.C.

144  
MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 14th day of August, 19 78,  
among W. Daniel Yarborough, Jr. & Amelia B. Yarborough (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 and No/100 Dollars----- (\$ 8,000.00), the final payment of which  
is due on August 14, 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 in Greenville Township, Greenville County,  
State of South Carolina, lying and being on the northern side of Country Club Drive  
(formerly Park Drive) being known as Lot No. 129 of Traxler Park as shown on a  
revised plat thereof by R. E. Dalton recorded in the R.M.C. Office for Greenville  
County in Plat Book F at Page 115, and having, according to said plat, the following  
metes and bounds, to-wit:

BEGINNING at a stake on the northern side of Country Club Drive (formerly Park  
Drive), joint front corner of Lots Nos. 128 and 129 and running thence N. 15-52 E.,  
200.7 feet to a stake, joint rear corner of Lots Nos. 128 and 129, being also corner  
of Lot No. 130; thence with line of Lots Nos. 129 and 130, S. 39-36 E., 260.1 feet to  
a stake on the northern side of Country Club Drive (formerly Park Drive) joint front  
corner of Lots Nos. 129 and 130; thence along the northern side of Country Club Drive  
(formerly Park Drive) the following courses and distances: S. 87-58 W., 81.1 feet;  
N. 87-24 W., 70 feet; N. 84-14 W., 70 feet to the point of beginning.

This is a second mortgage being junior in lien to that mortgage given to First Federal  
Savings and Loan Association recorded in the R.M.C. Office for Greenville County in  
Mortgage Book 1353 at Page 221 in the original amount of \$55,000.00.

This is the same property conveyed to the mortgagors herein by deed of Anthony J.  
Ryan and Roberta H. Ryan and recorded in the R.M.C. Office for Greenville County  
in Deed Book 1027 at Page 64, November 8, 1975.  
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 Mortgagee  
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 Mortgagee 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.