

37 Villa Rd., Greenville, S.C.

BOOK 1448 PAGE 229

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

FILED
GREENVILLE CO. S.C.

MORTGAGE OF REAL PROPERTY

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THIS MORTGAGE made this 18th day of October, 1978, among Lawrence R. Upton & Scheryl G. Upton (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 (\$ 8,000.00), the final payment of which is due on November 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:

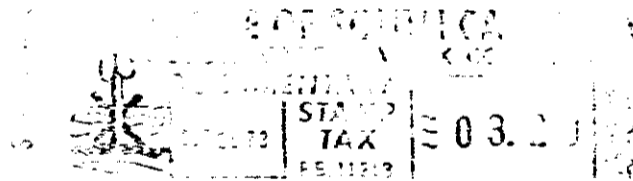
NOW, THEREFORE, in consideration of the aforesaid loan and the sum of Three Dollars (\$3.00) cash in hand paid to Mortgagor, the receipt of which is hereby acknowledged, Mortgagor hereby grants, sells, conveys, assigns and releases to Mortgagee, its successors and assigns, the following described premises located in Greenville County, South Carolina:

ALL that certain piece, parcel or lot of land in the State of South Carolina, County of Greenville, in Chick Springs Township, situate on the southern side of Tara Avenue, and being shown and designated as Lot 46 on plat of Cunningham Acres, recorded in Plat Book BBB at Page 118, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the southern side of Tara Avenue, joint front corner of Lots 46 and 45 and running thence with line of Lot 45, S. 5-20 W. 165 feet to an iron pin; thence N. 84-40 W. 110 feet to pin at the rear corner of Lot 47; thence with line of said Lot, N. 5-20 E. 165 feet to pin on Tara Avenue; thence with the southern side of said Avenue, S. 84-40 E. 110 feet to the point of beginning.

THIS being the same property conveyed to the mortgagors herein by deed of Donald C. Roth and Catherine D. Roth, dated August 21, 1968, recorded in the RMC Office for Greenville County, S.C. on September 19, 1968, in Deed Book 852 at Page 498.

THIS mortgage is second and junior in lien to that mortgage given to Fidelity Federal Savings & Loan Association in the amount of \$25,500.00, recorded in the RMC Office for Greenville County, S.C. on September 19, 1968 in Mortgage Book 1103 at Page 612.



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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