THIS MORTGAGE made this IE S 27/8/1KERSLEY day of February

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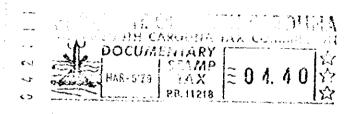
among CHARLES W. FREW. JR. and ESTHER H. FREW (hereinafter referred to as Mortgagor) and FIRST UNION MORTGAGE CORPORATION, a North Carolina Corporation (hereinafter referred to as Mortgagee):

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:

ALL that lot of land in the State of South Carolina, County of Greenville, Town of Simpsonville, being known and designated as Lot No. 72 on a plat of Subdivision of Poinsettia, Section II, prepared by Piedmont Engineers & Architects, dated April, 1966, and recorded in Plat Book BBB at page 199 in the RMC Office for Greenville County and having such metes and bounds as appear by reference to said plat.

THIS is the identical property conveyed to the Mortgagors by deed of E. W. Alexander, Jr. and Louise H. Alexander, recorded in Deed Book 874 at page 109 on August 15, 1969 in the RMC Office for Greenville County.

THIS mortgage is second and junior in lien to that certain mortgage held by Laurens Federal Savings & Loan Association, recorded in Mortgage Book 1062 at page 352 on July 3, 1967 in the original amount of \$19,000.00.



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.

1328 RV.2