

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

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GREENVILLE CO. S. C.

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MORTGAGE OF REAL PROPERTY

DONNIE S. TANKERSLEY

R.M.C.

THIS MORTGAGE made this 22nd day of June, 1979,

among Donald H. Rex, Jr. and Patricia M. Rex (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 Ten Thousand and no/100ths (\$ 10,000.00 ), the final payment of which is due on July 15th 19 89, 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, with all buildings and improvements, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 212 of a subdivision known as PEBBLE CREEK, PHASE I, as shown on plat thereof recorded in the RMC Office for Greenville County, S. C., in Plat Book 5-D, pages 1 through 5, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of Kindlin Way at the beginning of its intersection with Pebble Creek Drive and running thence with the northwestern side of Kindlin Way, S. 53-01 W., 75 feet to an iron pin; thence N. 44-38 W., 181.62 feet to an iron pin at the line of a right of way in favor of Duke Power Company; thence with said right of way, N. 53-01 E., 175 feet to an iron pin on the southwestern side of Pebble Creek Drive; thence with said drive, S. 20-35 E., 157.4 feet to an iron pin; thence continuing with Pebble Creek Drive as it intersects with Kinlin Way, S. 10-21 W., 42.8 feet to the point of beginning.

The above property is the same conveyed to the Mortgagors by deed of Pebblepart, Ltd., a S. C. Limited Partnership, recorded October 18, 1977 in Deed Book 1066, page 958.

The above described property is subject to a mortgage given by the Mortgagors to Carolina Federal Savings and Loan Association dated March 24, 1978, recorded in the RMC Office for Greenville County, S. C., in Mortgage Book 1426, page 924, in the original sum of \$62,000.00.

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.

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