SECOND MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 16th day of July , 19 79 , among Capers Bouton and Jeanne B. Bouton (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:

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 County, South Carolina:

ALL that piece, parcel or lot of land, together with buildings and improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 172, on a Subdivision Plat, known as TRAXLER PARK, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book F, at Page 114, having the following metes and bounds, to-wit:

BEGINNING at an iron pin on Mount Vista Avenue, at the joint front corner of Lots 171 and 172; running thence along Mount Vista Avenue N. 64-37 E. for 70 feet to an iron pin; thence turning and running along the joint line of Lot No. 173, S. 25-23 E. for 225 feet to an iron pin; thence turning and running S. 77-27 W. for 97.3 feet to an iron pin; and thence turning and running along the joint line of Lot No. 171 N. 25-23 W. for 209 feet to beginning corner.

THIS is the same property conveyed to the mortgagors by deed of F. Andrew Norwood and Dorianne K. Norwood, and recorded in the R.M.C. Office for Greenville County in Deed Book 1099, at Page 36, on March 22, 1979.

THIS mortgage is junior to mortgage assumed by Capers Bouton and Jeanne B. Bouton to Fidelity Federal Savings & Loan Association, recorded in Mortgage Book 1332, at Page 166 on February 7, 1975.

Page 830, and re-recorded in Mortgage Book 1335, at Page 166 on February 7, 1975.

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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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