MORTGAGE OF REAL PROPERTY

37 Villa Road, Greenville, SC_G29615 Fins D

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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THIS MORTGAGE made this 2nd day of 0ctober , 19 79 , among Alexander H. Alperin and Rhonda L. Alperin(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 situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lot No. 56 on a plat of Forestdale Heights recorded in the Office of the R.M.C. for Greenville County in Plat Book KK, Page 199, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Forestdale Drive at the joint front corner of Lots 55 and 56, and running thence with the common line of said lots, S. 4-31 W. 195 feet to an iron pin at the joint rear corner of Lots 55 and 56; running thence N. 85-45 W. 80 feet to an iron pin on Redcherry Lane; running thence with said Redcherry Lane, N. 4-31 E. 180.42 feet to an iron pin near where Redcherry Lane intersects with Forestdale Drive; running thence with the curve of said intersection, the chord of which is N. 49-31 E. 21.2 feet to the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of Paul J. Voyer and Shirley G. Voyer dated June 14, 1974 and recorded in the R.M.C. Office for Greenville County, South Carolina, on June 14, 1974 in Deed Volume 1001 at Page 171.

This mortgage is second and junior in lien to that certain mortgage given by mortgagors to C. Douglas Wilson & Co. in the original amount of \$25,000.00 and recorded in the R.M.C. Office for Greenville County, South Carolina, on June 14, 1974 in Mortgages Book 1313 at Page 609.

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, 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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