

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

RECORDED  
FILED  
CO. S. C.

BOOK 1497 139

MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 27th day of February, 1980, among G. Edward Brown and Sally S. Brown (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 Nine thousand five hundred and 00/100 (\$ 9,500.00), the final payment of which is due on March 15, 1990, 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 the buildings and improvements thereon, lying and being at the westerly intersection of Foxcroft Road and Red Fox Trail, near the City of Greenville, S. C., being known and designated as Lot No. 8 on plat entitled "Final Plat Revised, Map No. 2, Foxcroft, Section II" as recorded in the RMC Office for Greenville County, S. C., in Plat Book 4-N at pages 36 and 37, and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the southwesterly side of Foxcroft Road, said pin being the joint front corner of Lots 7 and 8 and running thence with the common line of said lots S. 73-38 W. 150 feet to an iron pin, the joint rear corner of Lots 7 and 8; thence S. 16-22 E. 141.5 feet to an iron pin on the northerly side of Red Fox Trail; thence with the northerly side of Red Fox Trail N. 87-24 E. 65 feet to an iron pin; thence continuing with Red Fox Trail N. 78-05 E. 62.1 feet to an iron pin at the westerly intersection of Red Fox Trail and Foxcroft Road; thence with said intersection N. 28-38 E. 35.4 feet to an iron pin on the southwesterly side of Foxcroft Road; thence with the southwesterly side of Foxcroft Road N. 16-22 W. 137 feet to an iron pin, the point of beginning.

This is the same property conveyed to the mortgagors by deed of Cothran & Darby Builders, Inc. dated April 30, 1974 and recorded in the RMC Office for Greenville County in Deed Book 998 at page 100.

This is a second mortgage, junior in lien to that certain mortgage given by G. Edward Brown and Sally S. Brown to Fidelity Federal Savings and Loan Association on April 30, 1974 and being recorded in the RMC Office for Greenville County in Mortgage Book 1308 at page 784.

The mortgagee's address is: Charlotte, N. C. 28288

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 and any other Note obligations of mortgagor which are secured by Liens which have priority over the Note obligation herewith secured 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 will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made herein before, and in default thereof the mortgagee may pay the same; and will promptly deliver the official receipts therefor to the mortgagee. If the mortgagor fails to make any payments provided for in this section or any other payments for taxes, assessments, or the like, then, the entire amount of the debt secured, or intended to be secured, shall forthwith become due, at the option of said mortgagee.