STATE OF SOUTH CAROLINA ()
COUNTY OF __GREENVILLE ()

MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 19th Statey of March 19 80, among JOHN NEWTON WALKER----- (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 piece, parcel or lot of land, together with all improvements thereon, located, lying and being in the County of Greenville, State of South Carolina, on the Eastern side of Ashford Avenue, designated as a portion of Lots 92 and 93 according to plat of Vista Hills recorded in the RMC Office for Greenville County in Plat Book P at Page 149 and designated as Lot No. 92 on plat entitled "Property of Ralph H. White", recorded in the RMC Office for Greenville County in Plat Book AA at Page 151, and having, according to said plats, the following metes and bounds, to-wit:

BEGINNING at a point on Ashford Avenue at the joint front corner of Lots 92 and 93 and running thence along the joint line of said lots, S. 60-37 E., 163.4 feet to a point at the joint rear corner of said lots; thence S. 18-37 W., 56.3 feet to a point; thence N. 70-37 W., 162 feet to a point; thence along Ashford Avenue in a Northerly direction, N. 19-32 E., 86.1 feet to the point and place of beginning.

This is the same property conveyed to the Mortgagor herein by deed of Pam Posey Walker recorded in the Greenville County RMC Office in Deed Book 1081 at Page 488 on June 19, 1978.

This mortgage is junior in priority to that certain note and mortgage heretofore given and granted to Carolina National Mortgage Investment Company, Inc., recorded in the RMC Office for Greenville County, South Carolina, in REM Book 1224 at Page 467.

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.

0

0.