

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

OFFICE OF THE CLERK OF COURT  
SOUTH CAROLINA  
MARCH 31 1980

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MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 31ST day of MARCH, 19 80, among Jerry L. and Kristine G. Cox (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 Six Thousand Nine Hundred (\$ 6,900.00), the final payment of which is due on April 15, 19 90, 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 of that certain piece, parcel or lot of land lying and being in the County of Greenville, State of South Carolina, being shown and designated as a part of Lot 6 and a part of Lot 7, MEADOWBROOK FARM Subdivision, a Plat of such Subdivision being recorded in the R.M.C. Office for Greenville County in Plat Book VV at page 51, and according to a more recent survey entitled "Property of Robert Lee Nolan, Jr. and Deborah Jo Nolan" dated March, 1976, and recorded in the R.M.C. Office for Greenville County in Plat Book 7-4 at Page 63, and according to this recent survey having the following metes and bounds description, to-wit:

BEGINNING at an iron pin at the edge of Loraine Drive, thence said point is 114.3 feet northeast of the joint front corner of lots 4 and 5 and running thence, north 65-15 west 175 feet to an iron pin; thence N. 24-45 E. 179.4 feet to an iron pin; thence S. 34-42 E. 219.9 feet to an iron pin on the edge of Loraine Drive; thence with said road S. 67-49 W. 4.6 feet to a point; thence continuing with said road S. 37-33 W. 51.5 feet to an iron pin on the edge of said road; thence continuing with said road S. 24-45 W. 14.4 feet to an iron pin on the edge of said road, the point of beginning.

The above is the same property conveyed to the Mortgagors herein by Deed of Billy Ray Edens and Patricia A. Edens dated April 4, 1980 to be recorded herewith in the R.M.C. Office for Greenville County.

JLB  
JKCC

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.

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