

37 Villa Road, Greenville, SC 29615

BOOK 1504 PAGE 406

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 30th day of May, 1980, among Wolfgang L. Plate and Nancy J. Plate (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 Fifteen Thousand and No/100 (\$ 15,000.00), the final payment of which is due on June 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 lot of land situate on the eastern side of Camelot Drive in the County of Greenville, State of South Carolina, being shown as Lot No. 13 on a plat of Woodall Subdivision dated January 8, 1976, prepared by C. O. Riddle, Surveyor, recorded in Plat Book 5-P at Page 12 in the R.M.C. Office for Greenville County, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Camelot Drive at the joint front corner of Lot 12 and Lot 13 and running thence with Camelot Drive, N. 19-58 W., 98 feet to an iron pin at the joint front corner of Lot 13 and Lot 14; thence with Lot 14, N. 74-12 E. 171.8 feet to an iron pin at the joint rear corner of Lot 13 and Lot 14; thence with the branch, the center line of the branch being the property line, S. 8-20 E., 75.7 feet to an iron pin at the joint rear corner of Lot 12 and Lot 13; thence with Lot 12, S. 65-51 W., 156.5 feet to the point of beginning.

This being the same property conveyed to the mortgagors herein by deed of Franklin Enterprises, Inc., dated June 28, 1977 and recorded in the R.M.C. Office for Greenville County, South Carolina, on June 28, 1977 in Deed Volume 1059 at Page 437.

This mortgage is second and junior in lien to that mortgage given to Fidelity Federal Savings and Loan Association in the original amount of \$52,650 recorded in the R.M.C. Office for Greenville County, South Carolina, in Mortgage Book 1402 at Page 394, on June 28, 1977.

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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