

37 Villa Road, Greenville, SC 29615

FILED  
GREENVILLE S.C.

BOOK 1508 PAGE 164

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

JUL 17 11 14 PM '80

MORTGAGE OF REAL PROPERTY

RECORDED BY  
M.C.

THIS MORTGAGE made this 17th day of July, 1980,  
among John R. Gaines and Syble M. Gaines (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 Ten Thousand and No/100 (\$ 10,000.00), the final payment of which is due on August 15 19 90, together with interest thereon as provided in said Note, the complete provisions whereof are incorporated herein by reference;

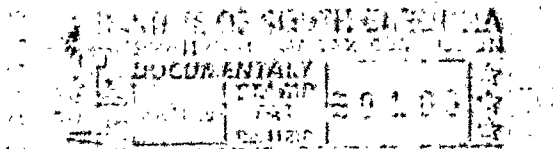
AND WHEREAS, to induce the making of said loan, Mortgagor has agreed to secure said debt and interest thereon (together with any future advances) and to secure the performance of the undertakings prescribed in the Note and this Mortgage by the conveyance of the premises hereinafter described:

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 that piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, and being known and designated as Lot No. 15 on plat of ECOLE ACRES, recorded in the R.M.C. Office for Greenville County in Plat Book 4R at Page 47 and having such metes and bounds as will appear by reference thereto. Said lot fronts on the northeastern side of Hicks Road for a total distance of 143 feet.

This being the same property conveyed to the mortgagors herein by deed of Jimmy J. Lindsey Real Estate, Inc. (formerly Prince & Lindsey Real Estate, Inc.) dated March 15, 1974 and recorded in the R.M.C. Office for Greenville County, South Carolina, on March 15, 1974, in Deed Volume 995 at Page 374.

This mortgage is second and junior in lien to that mortgage given to Cameron-Brown Company in the original amount of \$22,500.00, recorded in the R.M.C. Office for Greenville County, South Carolina, in Mortgage Book 1304 at Page 345 on March 15, 1974.



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:

- 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.
- 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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