

37 Villa Road, Greenville, SC 29615

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

S.C.

1-08-516

MORTGAGE OF REAL PROPERTY

FILED

THIS MORTGAGE made this 21st day of July, 1980,  
among Andy E. Roberson and Ann D. Roberson (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 Fourteen Thousand, Five Hundred and No/100--- (\$ 14,500.00-----), the final payment of which is due on August 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 piece, parcel or lot of land in the County of Greenville, State of South Carolina, situate, lying and being on the southwestern side of Theodore Circle and being known and designated as Lot No. 17 on a plat of CAROLINA HEIGHTS SUBDIVISION, Section 2, plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book BBB at Page 161, and also being known as Lot No. 17 on a plat entitled "Property of Glenn & Linda Wohlferd", plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book "MM" at Page 174, and having, according to latter plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Theodore Circle at the joint front corner of Lots 17 and 18 and running thence with the common line of said lots S. 41-08 W. 150 feet to an iron pin at the joint rear corner of said lots; thence N. 48-52 W. 110 feet to an iron pin at the joint rear corner of lots 16 and 17; thence with the common line of said lots N. 41-08 W. 120.1 feet to an iron pin on Theodore Circle; thence with Theodore Circle S. 78-45 E. 69 feet to an iron pin; thence continuing with Theodore Circle S. 48-52 E. 50 feet to the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of Glenn Leonard Wohlferd and Linda W. Wohlferd dated November 29, 1972 and recorded in the R.M.C. Office for Greenville County, South Carolina, on December 4, 1972 in Deed Volume 962 at Page 128.

This mortgage is second and junior in lien to that mortgage given to First Federal Savings and Loan Association in the original amount of \$16,200.00 dated November 29, 1972 and recorded in the R.M.C. Office for Greenville County, South Carolina, on December 4, 1972 in Mortgages Book 1259 at Page 420.

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

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