

37 Villa Road, Piedmont East, Suite 400, Greenville, S. C. 29615

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

GREENVILLE, S. C.

BOOK 1510 PAGE 198

AUG 15 1980

MORTGAGE OF REAL PROPERTY

WITNESSETH

THIS MORTGAGE made this 1st day of AUGUST, 1980, among JIMMY H. ELLIOTT AND SHELBY J. ELLIOTT (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 FOUR THOUSAND THREE HUNDRED AND NO/100 (\$ 4,300.00), 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 certain piece, parcel or lot of land, and the improvements thereon, situate, lying and being in the Town of Simpsonville, County of Greenville, State of South Carolina, and being known and designated as Lot No. 34 on a plat of Pine Tree recorded in Plat Book 5-D at Page 63, R.M.C. Office, Greenville County, South Carolina, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on Pine Bark Court at the joint front corner of Lots Nos. 33 and 34 and running thence S. 0-22 E. 150.0 feet to a point; thence running N. 89-38 E. 105.0 feet to a point; thence running N. 0-22 W. 150.0 feet to a point; thence running with Pine Bark Court S. 89-38 W. 105.0 feet to the point of beginning.

Derivation: Deed Book 1130, Page 690 Thomas B. Darling and F. Dianne Darling 8/7/80

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 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 shall pay all taxes, charges and assessments which may become a lien upon the premises hereby conveyed before any penalty or interest accrues thereon and shall promptly deliver to Mortgagee (at its request) official receipts evidencing payment thereof. In the event of the passage after the date of this Mortgage of any law imposing a federal, state or local tax upon Mortgage or debts secured thereby, the whole principal sum (together with interest) secured by this Mortgage shall, at the option of Mortgagee, its successors and assigns, without notice become immediately due and payable.

SC TO 7 80 234

4.0001

RECORDS

4328 RV-2