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STATE OF SOUTH CAROLINA). COUNTY OF GREENVILLE 1 SEP 2 12 17 PH '80

X

MORTGAGE OF REAL PROPERTY

DONNES TANKERSLEY R.M.C <u>August,</u> 29th . day of _ THIS MORTGAGE made this. among Robert W. Forrest and Gloria J. Forrest enafter 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 Three Thousand and No/100----- (\$ 3,000.00 _), the final payment of which 19 90 _____, together with interest thereon as September 15 is due on _ 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 __ County, South Carolina: <u>Greenville</u>

ALL of those certain pieces, parcels or lots of land, situate, lying and being in the County of Greenville, State of South Carolina, and being known and designated as Lots 2 and 3 of the Property of Robert E. and Catherine T. Farrar according to a plat prepared of said property by J. C. Hill, Surveyor, July 20, 1958, and which said plat is recorded in the RMC Office for Greenville County, South Carolina, in Plat Book TT, at Page 179-B, and according to a more recent plat prepared of said property by W. R. Williams, Jr., Engineer/Surveyor, on January 22, 1976, and which said plat is recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 5T, at Page 16, having the following courses and distances, to-wit:

BEGINNING at an old iron pin on the edge of Palifox Circle, joint front corner of property now or formerly owned by Franklin W. Nicely, and running with the common line of said lots, N. 65-19 E. 337.8 feet to an old iron pin; thence S. 24-15 E. 181.2 feet to an old iron pin; thence S. 62-48 W. 354.9 feet to an old iron pin on the edge of Palifox Circle; thence running with said road, N. 22-07 W. 98.6 feet to an old iron pin on the edge of said road; thence continuing with said road, N. 16-45 W. 99.2 feet to an old iron pin on the edge of Palifox Circle, the point of Beginning.

This is the same property conveyed to the Mortgagors herein by deed of Joe F. Hall and Betty J. Hall dated August 29, 1980, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 113.2, at Page 399

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 Carticles, 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, ts 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 cof 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.