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STATE OF SOUTH CAROLINA) COUNTY OF ___ GREENVILLE

DONN . S. TANKERSLEY MORTGAGE OF REAL PROPERTY

November THIS MORTGAGE made this ... _ day of ___ among Marclyn J. Ellison and Teresa M. Ellison (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, Six Hundred and No/100--- (\$ 4,600.00----), the final payment of which is due on November 15 __ 19 <u>__90</u>_ _, 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 Creenville _____ County, South Carolina:

All that piece, parcel or lot of land with all improvements thereon, situate, lying and being in Oaklawn Township, Greenville County, South Carolina, State of South Carolina, and being known and designated as Lot NO. 1 on the Woodville Pelzer Road as shown on plat entitled "Property of Roy Boggess" and having according to a recent survey made by Jones Engineering Service on October 11, 1972, of the Property of Clyde H. Coker, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of Woodville-Pelzer Road, and running thence along the center of said road, North 87-27 W. 125 feet to an iron pin; thence running along line of Lots 1 and 2, N. 2-33 E. 275 feet to an iron pin in the center of a 10-foot drainage easement; thence running along the center of said drainage easement, South 76-03 E. 127.5 feet to an iron pin; thence continuing along the center of said drainage easement, S. 2-33 W. 250 feet to an iron pin in the center of Woodville Pelzer Road to the beginning.

This is the same property conveyed to the mortgagors herein by deed of Clyde Henry Coker dated July 28, 1978 and recorded in the R.M.C. Office for Greenville County, South Carolina, on August 8, 1978 in Deed Volume 1084 at Page 922.

This mortgage is second and junior in lien to that mortgage given in favor of Collateral Investment Company in the original amount of \$28,900.00 recorded in the R.M.C. Office for Greenville County, South Carolina, on August 8, 1978 in Fortgages Book 1440, at Page 689.

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 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.

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