STATE OF SOUTH CAROLINA ) GF: FP COUNTY OF GREENVILLE )

MORTGAGE OF REAL PROPERTY

18. 4 PM 180

THIS MORTGAGE made this 21st that pf November, 19 80, among Charles Marion Gray. Sr. (hereinafter referred to as Mortgagor) and FIRST UNION MORTGAGE CORPORATION, a North Carolina Corporation (hereinafter referred to as Mortgagee):

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 Gantt Township, County of Greenville, State of South Carolina, being known and designated as Lot No. 120 of a Subdivision known as Belmont Heights, Section 2, according to a plat thereof prepared by C. C. Jones, Engineer, December 1954, and recorded in the R.M.C. Office for Greenville County in Plat Book GG at Page 99, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Dolores Street, joint corner of Lots 119 and 120, and running thence with the joint line of said lots S. 70-59 W. 109.2 feet to an iron pin at the rear corner of Lot 118; thence along the rear line of that lot N. 57-08 W. 51 feet to an iron pin at the joint rear corner of Lots 115 and 116; thence along the rear lines of Lots 115 and 114, N. 8-45 W. 108.8 feet to an iron pin at the rear corner of Lot 121; thence along the line of that lot, S. 82-21 E. 164.1 feet to an iron pin on the western side of Dolores Street; thence along the western side of Dolores Street, following the curvature thereof, the chord of which is S. 3-21 E. 70 feet to an iron pin, the beginning corner.

This is the same property conveyed to the mortgagor by deed of J. T. Black and R. C. Black dated January 19, 1956 and recorded in the R.M.C. Office for Greenville County, South Carolina on January 20, 1956 in Deed Volume 543 at Page 445.

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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.

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