

37 Villa Rd., Piedmont East, Suite 400, Greenville, SC 29615

BOOK 1541 PAGE 688

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

CO. S. C.

MORTGAGE OF REAL PROPERTY

PH '81  
MERSLEY

THIS MORTGAGE made this 19th day of May, 1981, among DONALD DELLE DONNE AND JANIE R. DELLE DONNE (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 Nineteen Thousand and No/100 (\$ 19,000.00), the final payment of which is due on June 15, 1991, 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, with improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, on the Northern side of Rosemary Lane, and is shown as Lot No. 10 on a plat of Rosedale Subdivision prepared by C. O. Riddle dated February, 1959, and recorded in the R.M.C. Office for Greenville County in Plat Book MM at Pages 128 and 129, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northern side of Rosemary Lane, at the joint front corner of Lots Nos. 9 and 10, and running thence along the Northern side of said Lane S. 73-52 E. 96.7 feet; running thence with the curve of Rosemary Lane as it intersects with Red Cherry Lane, the chord of which is N. 61-08 E. 21.3 feet to an iron pin; running thence along the Western side of Red Cherry Lane N. 16-08 E. 135 feet to an iron pin; thence N. 73-52 W. 111.7 feet to an iron pin; thence S. 16-08 W. 150 feet to the point of beginning.

This is the identical property conveyed to the Mortgagors herein by George A. Batman by Deed dated September 12, 1977, recorded September 13, 1977, in Deed Book 1064 at Page 721.

This mortgage is junior in lien to that certain note and mortgage heretofore executed unto Fidelity Federal Savings and Loan Association recorded in Mortgage Book 1409 at Page 736 in the original amount of \$41,850.00.

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 fails to make any payments provided for in this section or any other payments for taxes, assessments, or the like, then, the entire amount of the debt secured, or intended to be secured, shall forthwith become due, at the option of said mortgagee.

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