Mortgagee's Hailing Address: 37 Villa Rd., Piedmont East, Suite 400, Greenville, South Carolina 29607 STATE OF SOUTH CAROLINA COUNTY OF. **MORTGAGE OF REAL PROPERTY** 600x1542 FACE 920 26th RSLEY day of THIS MORTGAGE made this ... G. Hark and Janet F. Stofega, Jr (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 (\$14,000.00]Fourteen Thousand and No/100 \_), the final payment of which July 19 <u>81</u> is due on 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, situate, lying and being on the northwest corner of Parkins Mill Road (Dakota Road) and Rockingham Road, in that certain subdivision known as BARKSDALE, and being designated as Lot No. 13, Rockingham Road, according to a plat of Barksdale made by Dalton & Neves, Engineers, dated December, 1959, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book "QQ" at Pages 118-119, and being more particularly described as follows: BEGINNING at an iron pin, joint corner of Lots 12 and 13, and running along Lot 12, N. 34-03 W., 250 feet to an iron pin, joint rear corner of Lots 12 and 13; thence along the line of Lot 1, N. 53-52 E. 167.3 feet to an iron pin on Parkins Mill Road, joint corner of Lots 1 and 13; thence along Parkins Mill Road, S. 30-03 E. 225 feet to an iron pin; thence along the curve of Parkins Mill Road and Rockingham Road, S. 43-0 W. 36.5 feet to an iron pin; thence along Rockingham Road, S. 55-57 W. 125 feet to an iron pin, the beginning corner. This being the same property conveyed to the mortgagors by Deed of Carole C. Huguenin dated the 27th day of February, 1978 and recorded on the 27th day of February, 1978 and recorded in the RMC Office for Greenville County in Deed Book 1075, at Page 36. This is a second mortgage and is junior in lien to that mortgage executed to American Federal Savings and Loan Association, which mortgage is recorded in the RMC Office for Greenville County in Mortgage Book 1342, at Page 334. 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, N 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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