

MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 24th day of July, 1981, among Donnie S. Tankersley (hereinafter referred to as Mortgagor) and Anderson Mills Kinghorn, Jr. & Betsy Kinghorn (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 Fifteen Thousand and No/100 (\$ 15,000.00), the final payment of which is due on August 15, 1991 19 91, 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 those certain pieces, parcels or lots of land, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known as designated as Lots 268 and 269 on plat entitled "Property of Robert J. Edwards," recorded in the RMC Office for Greenville County in Plat Book EE at Page 61, and having, according to said plat, the following metes and bounds to-wit:

BEGINNING at an iron pin on the southeastern side of Yorkshire Drive (formerly known as Mabel Avenue) at the joint front corner of Lots 267 and 268, and running thence along the line of Lot 267, S. 47-00 E. 200 feet to an iron pin in the line of Lot 278; thence along the line of Lots 278 and 279, N. 43-00 E. 176.9 feet to an iron pin in the rear of Lot 243; thence along the line of Lots 243, 244 and 245, N. 33-30 W. 205.7 feet to an iron pin on the southeastern side of Yorkshire Drive; thence along Yorkshire Drive, S. 43-00 W. 225 feet to the beginning corner.

This being the same property conveyed to the Mortgagors herein by deed of Ned L. Watson and Hazel L. Watson recorded in the RMC Office for Greenville County on July 3, 1975 in Deed Volume 1020 at Page 799.

This mortgage is second and junior in lien to that mortgage given in favor of Francis A. Gibbs and Opal V. Gibbs in the original amount of \$21,100.00 recorded in the RMC Office for Greenville County, South Carolina on November 15, 1963 in Mortgages Book 940 at Page 501.



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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