

MORTGAGE OF REAL PROPERTY

GR... FILED
10 08 AM '81
R.M.C. BAKERSLEY

THIS MORTGAGE made this 10th day of August, 19 81,
among Ray Robert Nix and Teresa L. Nix (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
Ten Thousand and No/100 ----- (\$ 10,000.00 -----), the final payment of which
is due on August 15 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:

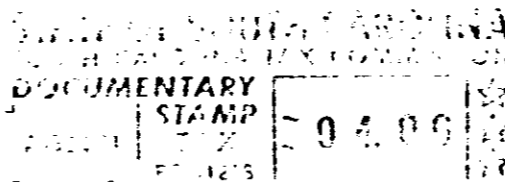
NOW, THEREFORE, in consideration of the aforesaid loan and the sum of Three Dollars (\$3.00) cash in
hand paid to Mortgagor, the receipt of which is hereby acknowledged, Mortgagor hereby grants, sells, conveys,
assigns and releases to Mortgagee, its successors and assigns, the following described premises located in
Greenville County, South Carolina:

ALL that piece, parcel or lot of land, situate, lying and being in the State of South
Carolina, County of Greenville, and being shown as Lot No. 42 Imperial Hills, on plat
recorded in the RMC Office for Greenville County, South Carolina, in Plat Book "BBB,"
at Page 35, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Penwood Lane, corner of Lot No. 43 and
running thence along said Lane, N. 18-47 W 97.2 feet to an iron pin; thence with the curved
intersection of Penwood Lane and Whaley Drive, the chord of which is N. 39-05 E. 37.3
feet to an iron pin; thence S. 83-02 E. 158.8 feet; thence S. 11-19 E. 65 feet; thence
N. 76-52 E. 166.6 feet to the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of Ruth H. Buchanan,
recorded in the Office of the RMC for Greenville County, South Carolina in Deed Volume 1077
at Page 602.

This mortgage is second and junior in lien to that mortgage given in favor of First Federal
Savings & Loan Association recorded in the RMC Office for Greenville County, South Carolina,
on April 24, 1978 in Mortgages Book 1429 at Page 827 in the original amount of \$32,200.00.



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 mort-
gagee 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.