

STATE OF SOUTH CAROLINA )

COUNTY OF Greenville )

2 53 PM '81

MORTGAGE OF REAL PROPERTY

REC-1557 PAGE 124

DONALD W. WILKINS

THIS MORTGAGE made this 29th day of October, 19 81, among Fred J. Burns and Nancy Burns (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 FIVE THOUSAND FIVE HUNDRED AND NO/100 (\$ 5,500.00), the final payment of which is due on November 15 19 86, 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 certain piece, parcel or lot of land, lying and being in Austin Township, Greenville County, State of South Carolina, being known and designated as Lot No. 74 in the subdivision known as Eastdale Subdivision, plat of said subdivision being recorded in the Greenville County RMC Office and being more fully described as follows:

BEGINNING at an iron pin on the southern side of Sycamore Drive, joint corner with Lot No. 73 and running thence along said lot S. 15-00 W. 200 feet to an iron pin; thence S. 75-00 E. 100 feet to an iron pin; thence N. 15-00 E. 200 feet to an iron pin on Sycamore Drive; thence along said drive N. 75-00 W. 100 feet to the beginning corner, and being a portion of the same lands conveyed to B.E. Greer by S. H. Brooks by deed recorded in Deed Book 51 at page 35 in the Greenville County RMC Office, and this conveyance is here made by Florrie E. Greer in accord with the will of the said B.E. Greer, deceased, will on file in the Office of the Probate Judge for Greenville County in file 633 apt. 38.

This being the identical property conveyed to the mortgagors by deed of Florrie E. Greer, recorded in the RMC Office for Greenville County in Deed Book 753 at page 4 on July 13, 1964.

This mortgage is junior and second in lien to that certain mortgage given by Fred J. Burns and Nancy H. Burns to First Federal Savings and Loan Association in the original amount of \$18,000.00, recorded on June 29, 1981 in Mortgage Book 1196 at page 651.

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 Note(s) secured by lien(s) having priority over Mortgagee's within described lien in the amounts, in the manner and at the places set forth therein. This mortgage secures payment of said Mortgagee's 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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