STATE OF SOUTH CAROLINA ) COUNTY OF Greenville

Mortgagees Address: Suite 400, Piedmont East Greenville, SC

MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made thisamong Roy L. Haynes, Jr. . (hereinafter referred to as Mortgagor) and FIRST UNION MORTGAGE CORPORATION, AND North Carolina Corporation (hereinafter referred to as Mortgagee):

WITNESSETH THAT, WHEREAS, EMortgagor 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 Twenty-Five Thousand and No/100----- (\$ 25,000.00 ), the final payment of which \_\_ 19 <u>\_\_\_ 91</u>\_\_ is due on \_\_\_\_November\_15, \_\_, 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, with all improvements thereon, or hereafter contructed thereon, situate, lying and being in the State of South Carolina, County of Greenville in Chick Springs Township, being known and designated as the Lot No. 78 on Plat of Pine Brook Development, made by W. N. Willis, Engineer, on March 27, 1951, recorded in the R.M.C. Office for Greenville County in Plat Book "Z" at page 148, and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin on the western side of Bidwell Street joint corner with Lots No. 78 and 76 and running thence S 56-29 W 150 feet to an iron pin; thence along rear line of Lot 78 N 33-31 W 75 feet to an iron pin at joint rear corner of Lots 78 and 80; thence N 56-29 E 150 feet to an iron pin on the western side of Bidwell Street; thence along Bidwell Street S 33-31 E 75 feet to the point of beginning

DERIVATION: Deed of S. S. Ulmer dated March 27, 1956 and recorded April 7, 1956 in Deed Book 549 at page 460.



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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. Mortgator 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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