

STATE OF SOUTH CAROLINA JAN 21 4 22 PM '82  
COUNTY OF Greenville JOHN H. HARRISLEY  
A.M.C.

BOOK 1581 PAGE 891

MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 15th day of January, 19 82, among John C. Gutmann & Annabelle S. Gutmann (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 Nineteen Thousand and No/100-----(\$ 19,000.00), the final payment of which is due on February 1, 19 92, 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 situate, lying and being in the County of Greenville, State of South Carolina, in Chick Springs Township, being known and designated as Lot D on Revised Plat, Richard R. Perdue, recorded in the RMC Office for Greenville County in Plat Book 4-M at Page 157, and being shown on a more recent plat entitled "Property of John C. Gutmann and Annabelle S. Gutmann", prepared by Carolina Surveying Company, dated January 21, 1982, and recorded in the RMC Office for Greenville County in Plat Book 8X at Page 58 and having such metes and bounds as shown on the more recent plat, reference to which is hereby made for a more complete description.

THIS is the same property as that conveyed to the Mortgagors herein by deed from Merrill Lynch Relocation Management, Inc. recorded in the RMC Office for Greenville County of even date herewith.

THIS is a second mortgage subject to that certain first mortgage to American Federal Savings and Loan Association recorded in the RMC Office for Greenville County of even date herewith.

THE mailing address of the Mortgagee herein is 37 Villa Road, Piedmont East, Greenville, South Carolina 29615.

RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF SOUTH CAROLINA  
GREENVILLE COUNTY  
DOCUMENTARY  
ISSUED 1 20 1982  
FEE \$ 10.00

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 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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