

STATE OF SOUTH CAROLINA)
COUNTY OF Greenville)

MAR 1 4 22 PM '82
RECORDED

MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 26th day of FEBRUARY 19 82, among ROY LEE MATHIS (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 one hundred and no/100 (\$ 10,100.00), the final payment of which is due on March 15, 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:

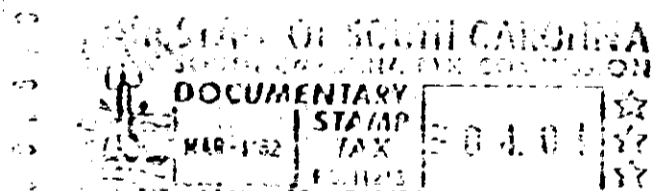
NOW, THEREFORE, in consideration of the aforesaid loan and the sum of Three Dollars (\$3.00) cash in hand paid to Mortgagor, the receipt of which is hereby acknowledged, Mortgagor hereby grants, sells, conveys, assigns and releases to Mortgagee, its successors and assigns, the following described premises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

ALL that piece, parcel or lot of land in the County of Greenville, State of South Carolina, situate, lying and being on the southern side of Hyde Circle and being known and designated as Lot No. 21 on a plat entitled "Plat of Property of Frank Smith", said Plat being recorded in the R.M.C. Office for Greenville County in Plat Book JJ at Page 98, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at a point on the southern side of Hyde Circle, joint front corner of Lots 21 and 22 and running thence with the common line of said Lots S24-15 E. 172.3 feet to a point; thence S75-51 E. 95 feet to a point; thence with the common line of Lots 20 and 21 N.24-15 W. 171.1 feet to a point on the southern side of Hyde Circle; thence with the southern side of Hyde Circle N.75-15 E. 95 feet to the point of beginning.

This Mortgage is second in nature and junior to that Mortgage given to South Carolina National Bank by Roy Lee Mathis and Mary W. Mathis on November 30th, 1973 and recorded in the R.M.C. Office for Greenville County in Mortgage Book 1296 at Page 699. Mary W. Mathis is an undivided one-half owner in the above property and it is expected that she will convey her one-half interest to Roy Lee Mathis after the execution of this Mortgage.

This is the property conveyed to Roy Lee Mathis and Mary W. Mathis by Deed dated November 30th, 1973 and recorded in Book 989, Page 783 in the R.M.C. Office for Greenville County on December 4th, 1973.



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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