

825736 VOL 1402 PAGE 732 430
FILED GREENVILLE CO. S. C. MORTGAGE OF REAL PROPERTY
STATE OF SOUTH CAROLINA VOL 68 PAGE 1350
COUNTY OF GREENVILLE

THIS MORTGAGE made this 10th day of April, 1979
among Robert L. and Cora S. Murphy (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 Fourteen Thousand One Hundred Dollars (\$14,100.00), the final payment of which is due on April 15, 1986, 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 with all improvements thereon hereafter constructed thereon situate, lying and being in the State of South Carolina, County of Greenville, being a portion of Lot number 36 on a Plat of Looper and Yawn property recorded in the RMC Office for Greenville County in Plat Book F at Page 77 and now being known and designated as Lot number 1 on a Plat of the property of J. Frank Williams and recorded in the RMC Office for Greenville County in Plat Book FFF at Page 69 and having according to the last-mentioned plat the following metes and bounds to-wit:

BEGINNING at an iron pin on the northeastern corner of the intersection of Wilbanks and Owens Streets and running thence with the eastern side of Owens Street N. 10-15 W., 135 feet to an iron pin at the corner of Lot number 2, thence with the line of Lot number 2 N. 79-45 E., 80 feet to an iron pin, thence S. 10-15 E., 135 feet to an iron pin on the northern side of Wilbanks Street, thence with said Street S. 79-45 W. 80 feet to the point of beginning.

This is the identical property conveyed to the mortgagors by deed of Louise B. Murphy as recorded in the RMC Office for Greenville County in Deed Book 1096 at Page 919 recorded February 14, 1979.

This being a second mortgage and junior in lien to mortgage of Louise B. Murphy to United Federal Savings and Loan Association dated October 21, 1975 and recorded October 27, 1975 in Book 1352 at Page 208 in the RMC Office for Greenville County and having a current balance of \$3,004.88.

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 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 shall pay all taxes, charges and assessments which may become a lien upon the premises hereby conveyed before any penalty or interest accrues thereon and shall promptly deliver to Mortgagee (at its request) official receipts evidencing payment thereof. In the event of the passage after the date of this Mortgage of any law imposing a federal, state or local tax upon Mortgage or debts secured thereby, the whole principal sum (together with interest) secured by this Mortgage shall, at the option of Mortgagee, its successors and assigns, without notice become immediately due and payable.

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PAID AND FULLY SATISFIED
FIRST UNION MORTGAGE CORPORATION
BY: *[Signature]*
Vice President

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