

37 Villa Road, Greenville, SC

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE CO. S.C.

825463 REC 1423 REC 658

MORTGAGE OF REAL PROPERTY

BOOK 70 PAGE 1955

THIS MORTGAGE made this 10th day of February, 1978
among Richard W. Garrison & Brenda S. Garrison (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 Four Thousand, One Hundred & No/100 (\$ 4,100.00), the final payment of which is due on February 15, 1983, together with interest thereon as 24 M. 33 less taxes and insurance charges as incorporated herein by reference;

THIS being the same property conveyed to the mortgagors herein by deed of Jim McCaughy, Inc., dated Sept. 16, 1977, recorded Sept. 22, 1977 in the RMC Office for Greenville, S.C. in Deed Book 1055 at Page 311.

THIS mortgage is second and junior in lien to that mortgage given to Carolina Federal Savings & Loan in the amount of \$42,000.00, which mortgage was recorded in the RMC Office for Greenville, S.C. Sept. 22, 1977 in Mortgage Book 1410 at Page 611.

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 fall 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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