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STATE OF SOUTH CAROLINA
 COUNTY OF GREENVILLE)
 3rd Civil Dist.
 3rd Civil Dist.

AUG 31 11 40 AM '79
 R.M.C.

GREENVILLE CO. S. C. 825867 VOL 1478 PAGE 931
 SECOND MORTGAGE OF REAL PROPERTY
 BOOK 71 PAGE 165

THIS MORTGAGE made this 30th day of August, 1979, among David E. Miller and Patricia L. Miller (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 Eight Hundred and No/100 (\$ 4,800.00), the final payment of which is due on September 15, 1989, together with interest thereon as provided in said Note, the complete provisions whereof are incorporated herein by reference;

AND WHEREAS, the property is located on Highway Road, S. 75-00 W. 100 ft. to the point of beginning.

THIS being the same property conveyed to the Mortgagors herein by a certain deed of Richard M. Miller and Marion K. Miller dated April 20, 1978, and thereafter filed in the R. M. C. Office for Greenville County in Deed Book 1077, at Page 936, on April 27, 1978.

BROWN, BRYAN & MERRITT, INC. FULLY SIGNED
 AUGUST 26, 1979
 BY *[Signature]*
 Vice President

GREENVILLE CO. S. C. 825867
 AUG 26 1979
 R.M.C.

TO HAVE AND TO HOLD the same with all and singular the rights, members, hereditaments and appurtenances to said premises belonging 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:

- 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.
- 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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