

37 Villa Road, Greenville, SC 29615

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

8.26.105
BOOK 1512 PAGE 622
BOOK 74 PAGE 1345
FILED GREENVILLE CO. S. C. MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 21st day of August, 1980, among James W. Duncan and Betty J. Duncan (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, Nine Hundred and No/100 (\$ 10,900.00), the final payment of which is due on September 15, 1990, together with interest thereon as provided in said Note, the complete provisions whereof are incorporated herein by reference;

This mortgage is second and junior in lien to that mortgage given in favor of Greer Federal Savings and Loan Association in the original amount of \$25,200.00, recorded in the R.M.C. Office for Greenville County, South Carolina, on April 21, 1977 in Mortgages Book 1395 at Page 238.

FILED GREENVILLE CO. S. C. JUL 24 1981 1 22 PM '81 TANKER M.C.

JUL 24 1981

RICHARD A. GANTT
Attorney at Law
14 Manly Street
Greenville, S. C. 29601

BY: *[Signature]*
Vice President
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Together with all and singular the rights, her appurtenances 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:

- NOTE PAYMENTS. Mortgagor shall make timely payments of principal and interest on the above mentioned Note and any other Note obligations of mortgagor which are secured by Liens which have priority over the Note obligation herewith secured 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 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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