

37 Villa Rd., Greenville, SC
STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

FILED
GREENVILLE CO. S. C.

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MORTGAGE OF REAL PROPERTY

NO 29 1 55 PM '78

BOOK 77 PAGE 558

THIS MORTGAGE made this 22nd day of August, 1978,
among Wallace J. Smith and Susie W. Smith (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
Six Thousand, Five Hundred and No/100 (\$ 6,500.00), the final payment of which
is due on September 15, 19 86, together with interest thereon as
Avenue, the point of beginning.

THIS being the same property conveyed to the mortgagors herein by deed
of Theresa Ledford Heath Sanders, dated April 2, 1976, recorded in the
RMC Office for Greenville, S.C. on April 2, 1976 in Deed Book 1034, Pg. 93.

THIS mortgage is second and junior in lien to that mortgage given to
Farmers Home Administration in the amount of \$19,500.00, which mortgage
was recorded in the RMC Office for Greenville, S.C. on April 2, 1976 in
Mortgage Book 1364 at Page 14.

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 Mortgagee
will warrant and defend title to the premises against the lawful claims of all persons who may assert claims thereto.

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.

RUMC 120 SC 12 76

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