

37 Villa Road, Greenville, SC 29603
STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)
GREENVILLE CO. S. C.
OCT 3 1 50 PM '80
DONNIE S. TANKERSLEY
R.M.C.

78 JUL 792 1519 PAGE 62
BOOK 267-376
MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 1st day of October, 19 80,
among Delbert Duane Bates and Joyce Ann Bates (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 Twenty-Five Thousand and No/100 (\$ 25,000.00), the final payment of which is due on October 15, 1990, 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 39; thence along the common line of said lots N. 08-11 W. 200 feet to the point of beginning.

This is the same property conveyed to the mortgagors by deed of James Vernon Lyda dated August 21, 1979 and recorded in the R.M.C. Office for Greenville County, South Carolina, on August 22, 1979 in Deed Volume 1109 at Page 886.

FILED
GREENVILLE CO. S. C.
OCT 18 4 31 PM '80
DONNIE S. TANKERSLEY
R.M.C.

GREENVILLE COUNTY SOUTH CAROLINA
RECORDING OFFICE
DOCUMENTARY
\$18.00

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

Wm Satisfaction
WALKER & WALKER

Together with 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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