GREENVILLE CO.S.C. 82573 37 Villa Rd., Greenville, SC STATE OF SOUTH CAROLINA ) AFR 18 3 50 PH 179 MORTGAGE OF REAL PROPERTY COUNTY OF \_GREENVILLE DONNIE S. TANKERSLEY R.H.C. April 5th THIS MORTGAGE made this \_ among Charles R. McCurley & Reggy B. McCurley (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 \_\_\_), the final payment of which Ten Thousand and No/100----- (\$ 10,000.00 \_, together with interest thereon as April 15 100 feet to the beginning corner. THIS being the same property conveyed to the mortgagors herein by deed of O. J. Leonard & Frances U. Leonard, dated December 28, 1974, recorded Januar 2, 1975 in Deed Book 1012 at Page 544, RMC Office, Greenville County, S.C. THIS mortgage is second and junior in lien to that mortgage given to First Federal Savings & Loan in the amount of \$28,200.00, which mortgage was recorded in the Bi Office for Greenville County, S.C. on August 29, 1975 in Morrgage Bo Together with all and singular the rights, members, hereditaments and appurenances to said premise belonging or in anywise incident or appertaining. Including but not limited to all buildings, improvements, Ofixtures, or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures, or Oarticles, 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, tits 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; Othat the premises are free and clear of all encumbrances except for a prior Mortgage, if any; and that Mortgagor

MORTGAGOR COVENANTS with Mortgagee, its heirs, successors and assigns as follows:

will warrant and defend title to the premises against the lawful claims of all persons whomsoever.

- 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 Gremises hereby conveyed before any penalty or interest accrues thereon and shall promptly deliver to Grottgagee (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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