

THIS MORTGAGE made this 23rd day of December, 1981, among Joe L. and Earlene H. Whaley (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 Nineteen Thousand Eight Hundred and NO/100--- (\$ 19,800.00), the final payment of which is due on January 1, 1992, together with interest thereon as provided in said Note, the complete provisions whereof are incorporated herein by reference;

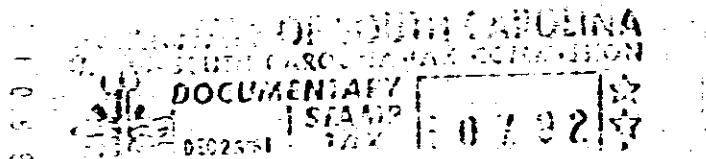
AND WHEREAS, to induce the making of said loan, Mortgagor has agreed to secure said debt and interest thereon (together with any future advances) and to secure the performance of the undertakings prescribed in the Note and this Mortgage by the conveyance of the premises hereinafter described:

NOW, THEREFORE, in consideration of the aforesaid loan and the sum of Three Dollars (\$3.00) cash in hand paid to Mortgagor, the receipt of which is hereby acknowledged, Mortgagor hereby grants, sells, conveys, assigns and releases to Mortgagee, its successors and assigns, the following described premises located in Greenville County, South Carolina:

ALL that certain piece, or lot of land located on the western side of Edwards Mill Road in the County of Greenville, State of South Carolina, shown and designed as Lot No. 1, on a plat of Edwards Forest Subdivision, Section III, dated April 1965, by Dalton & Neves Engineers, said plat being recorded in the RMC Office for Greenville County in Plat Book BBB, at Page 99 and having, according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Edwards Mill Road, at the joint front corner of Lots No. 1 and 2 running thence along Edwards Mill Road S. 43-15 East 63.9 feet to an iron pin; thence S. 61-06 E. 38.3 feet to an iron pin; thence N. 37-38 E. 167 feet to an iron pin; thence along the line of Lot No. 3 N. 49-09 W. 100.16 feet to a point; thence along the line of Lot No. 2 S. 37-38 W. 168.4 feet to the point of beginning.

This being the same property the mortgagors received from Michael R. and Elaine C. Barnett by general warranty deed dated October 21, 1976 and recorded in the RMC Office for Greenville County in Deed Book 1045 at Page 33.



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 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 and any Note(s) secured by lien(s) having priority over Mortgagee's within described lien in the amounts, in the manner and at the places set forth therein. This mortgage secures payment of said Mortgagee's note according to its terms, which are incorporated herein by reference.

2. 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.