

First Union Mortgage Corporation, Charlotte, North Carolina 28288
STATE OF SOUTH CAROLINA)
COUNTY OF Greenville)

1562 43881

MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 22nd day of January, 1982, among Joseph S. & Susan Z. Provenzano (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 Seven Thousand and No/100 (\$ 7,000.00), the final payment of which is due on February 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 piece, parcel or lot of land, with all buildings and improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, located on the southwestern side of Dogwood Drive (also being known as Jordan Drive) being known and designated as Lot No. 11 of Dogwood Hills Sub-division according to a plat recorded in the RMC Office for Greenville County, S.C. in Plat Book QQ at Page 63, and also being shown on a revised plat of Lots Nos. 10 and 11 recorded in the RMC Office for Greenville County, S.C. in Plat Book 4-Y at Page 31, and having according to a more recent plat prepared for Ronald D. Ratteree and Mary E. Ratteree by R. B. Bruce, dated March 24, 1977 and recorded in the RMC Office for Greenville County, S.C. in Plat Book 6-B at Page 17, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern of Dogwood Drive (Jordan Drive) joint front corner of Lots Nos. 11 and 12, which iron pin lies 580 feet southeast of the intersection of Dogwood Drive, and West Drive; and running thence with the joint line of Lots Nos. 11 and 12, S. 47-20 W. 205.2 feet to an iron pin; thence S. 2-38 W. 144 feet to an iron pin on the northern side of Dogwood Drive; thence S. 78-34 E. 87.6 feet to an iron pin at the corner of Lot No. 10; thence with the line of Lot No. 10 N. 1-02 W. 117.0 feet to an iron pin; thence continuing with the (cont. on back) 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.

0.681

4328 RV-2