

First Union Mortgage Corporation, Charlotte, North Carolina
STATE OF SOUTH CAROLINA) First Union Mortgage Corp.
Greenville) 37 Villa Rd., Suite 400
COUNTY OF Greenville) Piedmont East
Greenville, S.C. 29615

BOOK 1552 PAGE 769

MORTGAGE OF REAL PROPERTY
James E. & Brenda P. Ivester
15 North Haven Drive
Greenville, SC 29609

MAIL TO:
GADDY & DAVENPORT
P. O. BOX 10267
GREENVILLE, S.C. 29603

THIS MORTGAGE made this 28th day of January, 1982, among James Edwin & Brenda P. Ivester (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 One Hundred and No/100 (\$ 7,100.00), the final payment of which is due on February 15, 19 92, 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 of that lot of land in the County of Greenville, State of South Carolina, known as Lot 43 on the subdivision of Buncombe Park, plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book M, Page 12 and having the following metes and bounds, to-wit:

BEGINNING on the northern side of North Haven Drive at the corner of Lot 42 and running thence along said Drive N 88 E 60 feet to an iron pin; thence N 3-20 W 173 feet; thence S 88 W 60 feet; thence S 3-20 E 173 feet to the point of beginning. This is the same property conveyed to the Mortgagor herein by deed of J. B. Jones and Fran R. Stotsky dated February 3, 1982 and recorded herewith.

THIS IS A SECOND MORTGAGE, junior in lien to that mortgage of NCNB Mortgage Company recorded in Mortgage Book 1400 at Page 74 on June 3, 1977 in the R.M.C. Office for Greenville County in the original amount of \$16,000.00.

STATE OF SOUTH CAROLINA
DOCUMENTARY STAMP
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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.

REC'D
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