

THIS MORTGAGE made this 12th day of April, 1982, among James R. and Janice D. Walker (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 Fourteen Thousand and No/100----- (\$ 14,000.00), the final payment of which is due on May 1, 1982, 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 lot of land and improvements thereon, near the City of Greenville, in the County of Greenville, State of South Carolina, known and designated as Lot No. 19, on plat of property of Donald E. Baltz, recorded in Plat Book Y, at Page 46, of the RMC Office for Greenville County and having according to a survey made by R. W. Dalton, February, 1954, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwest side of Parkins Mill Road, (Dakota Avenue) the front joint corner of Lots Nos. 19 and 20, and running thence with the joint line of said lots, N. 57-53 W., 151.75 feet to an iron pin, corner of lot No. 17; thence with the line of Lot No. 17, N. 32-07 E., 75 feet to an iron pin rear corner of Lot No. 18; thence with the line of said lot, S. 57-53 E., 151.37 feet to an iron pin on the Northwest side of Parkins Mill Road (Dakota Avenue), and running thence with said road S. 31-50 W., 75 feet to the BEGINNING CORNER.

This being the same property conveyed to the mortgagors herein by deed of Richard A. Rice and Diane E. Rice, (Formerly M. Diane Eskew) dated April 16, 1982, and recorded in the RMC Office for Greenville County, in Deed Book 1165, Page 429.

This mortgage is junior in lien to that mortgage given to NCNB Mortgage Corporation, Charlotte, North Carolina, as evidenced by mortgage recorded in Mortgage Book 1427, Page 288, and assigned to FNMA c/o NCNB Mortgage Corporation, in Mortgage Book 1420, Page 215, of the RMC Office for Greenville County, and having a present balance due thereon of \$24,742.16 as of April 5, 1982.

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.

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