

THIS MORTGAGE made this 12th day of April, 19 82,  
among Charles R. & Judith D. Niver (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  
Four Thousand Five Hundred & No/ 100 (\$ 4,500.00), the final payment of which  
is due on May 1, 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 that piece, parcel or lot of land, situate, lying and being  
in the County of Greenville, State of South Carolina, on the  
southern side of Ranier Street, being known and designated  
as Lot No. 35 as shown on plat entitled Greer Forest, Section C.  
prepared by Woodward Engineering Co., and recorded in the RMC  
Office for Greenville County, S.C. in Plat Book KK, at Page 87,  
and having according to said plat, the following metes and bounds,  
to-wit:

BEGINNING at an iron pin on the southern side of Ranier Street at  
the joint front corner of Lot Nos. 35 and 36, and running thence  
with the common line of said lots, S. 17-30 E. 198.5 feet to an  
iron pin; thence S. 86-26 W. 100 feet to an iron pin at the joint  
rear corner of Lots Nos. 33 and 35; thence N. 18-23 W. 175 feet to  
an iron pin on the southern side of Ranier Street; thence with the  
southern side of Ranier Street, N. 71-37 E. 100 feet to the point  
of beginning.

This being the same property conveyed to the mortgagor by deed of  
W. Allan Bayne and Betty B. Bayne of even date to be recorded  
herewith.

This mortgage is junior to that mortgage held by Greer Federal  
Savings and Loan Association.

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 mort-  
gagee 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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