

Charlotte, NC 28203
STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

UN. S. C. GREENVILLE COUNTY
FILED
BOOK 1585 PAGE 593
MORTGAGE OF REAL PROPERTY
BOOK 1587 PAGE 859
NOV 10 11 16 AM '82
DEC 2 11 15 AM '82
DONNIE TANKERSLEY
R.M.C.

THIS MORTGAGE made this 9th day of November, 19 82,
among Donald P. Cresswell and Betty B. Cresswell (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 Fifteen Thousand and No/100 Dollars (\$ 15,000.00), with interest thereon, providing for monthly installments of principal and interest beginning on the 15th day of December, 19 82, and continuing on the 15th day of each month thereafter until the principal and interest are fully paid;

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 lot of land in the State of South Carolina, County of Greenville, on the Northern side of Adelaide Drive, being known and designated as Lot No. 78 of a subdivision known as Wellington Green, as shown on plat recorded in the RMC Office for Greenville County in Plat Book YY, at Page 29, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northern side of Adelaide Drive, at the joint front corner of Lots Nos. 78 and 79, and running thence along the joint line of said lots, N. 29-47 E. 175 feet to an iron pin in the line of Lot No. 69; thence with the rear line of Lots Nos. 69 and 70, S. 61-13 E. 100 feet to an iron pin at the joint rear corner of Lots Nos. 77 and 78, and running thence with the joint line of said lots, S. 29-47 W. 175 feet to an iron pin on the Northern side of Adelaide Drive; joint front corner of Lots Nos. 77 and 78; thence with the Northern side of said Drive, N. 60-13 W. 100 feet to the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of Guy Knouf and Betty C. Knouf which deed was recorded in the RMC Office for Greenville County in Deed Volume 950 at Page 102 dated July 24, 1972. *DPC*

This mortgage is second and junior in lien to that mortgage given in favor of First Federal Savings & Loan Association which mortgage was recorded in the RMC Office for Greenville County in Mortgage Book 1060 at Page 257 in the original amount of \$27,600.00 on July 26, 1972.

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 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 hereinbefore, 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.