

THIS MORTGAGE made this 5th day of January, 19 83,  
among WILLIAM KENNETH HENRICH (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 Five Thousand Four Hundred and no/100----- Dollars (\$ 5,400.00 ), with interest thereon, providing for monthly installments of principal and interest beginning on the 15th day of February, 19 83, 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 those pieces, parcels or lots of land, with buildings and improvements, situate, lying and being on the northeastern side of West Circle Avenue, in the City of Greenville, Greenville County, South Carolina, being a portion of Lot No. 51, and all of Lots Nos. 52, 53 and 54 on a plat of EASTLAKE SUBDIVISION, made by Dalton & Neves, Engineers, dated June, 1928, recorded in the RMC Office for Greenville County, S. C., in Plat Book G, page 229, and having according to a Freeland & Associates plat, dated October 19, 1978, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of West Circle Avenue, said beginning point being located approximately 506 feet from the intersection thereof with East North Street Extension, in the line of Lot No. 51, and running thence through said lot, N. 52-40 E., 173.87 feet to an iron pin; thence with the rear line of a portion of Lot No. 51, and Lots Nos. 52, 53 and 54, S. 45-10 E., 211.96 feet to an iron pin at the joint rear corners of Lots No. 54 and 55; thence with the common line of said lots, S. 52-40 W., 202.7 feet to a point on West Circle Avenue; thence with the northeastern side of West Circle Avenue, N. 37-20 W., 210 feet to the point of beginning.

The above property is the same conveyed to the Mortgagor by deed of Paul M. Woodward and Janis C. Woodward to be recorded simultaneously herewith.

The within mortgage is secondary and junior in lien to a first mortgage to Collateral Investment Company, recorded October 20, 1978, in Mortgage Book 1447, page 776, in the original sum of \$29,500.00, of record in the RMC Office for Greenville County, S. C.

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.