

STATE OF SOUTH CAROLINA

JAN 19 2 45 PM '83

BOOK 1592 PAGE 370

COUNTY OF GREENVILLE

DONNIE S. TANKERSLEY
R.M.C

MORTGAGE OF REAL PROPERTY

THE NOTE SECURED BY THIS MORTGAGE CONTAINS PROVISIONS FOR AN ADJUSTABLE INTEREST RATE

THIS MORTGAGE made this 18th day of January, 1983
among HAVELYN L. SPAKE (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 Ten Thousand and 100 Dollars (\$ 10,000.00), with interest thereon, providing for monthly installments of principal and interest beginning on the 25th day of February, 1983 and continuing on the 25th 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 Greenville County, South Carolina:

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, City of Greenville, located at the northwestern intersection of Croft and Whitehall Streets, being known and designated as a greater portion of Lot No. 6, Section B, of Stone Land Co. property as shown on plat thereof recorded in the RMC Office for Greenville County, S. C., in Plat Book A, at Page 336, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the intersection of Croft Street and Whitehall Street and running thence with western side of Whitehall Street, N. 1-41 E. 135 feet; running thence with Blumer lot, N. 85-39 W. 70 feet to Lot No. 4; running thence with Lot No. 4, S. 1-41 W. 135 feet to the northern side of Croft Street; thence running with Croft Street, S. 85-39 E. 70 feet to the beginning corner.

This being the same property conveyed to George E. and Havelyn L. Spake by deed of Sallie Ballinger DeYoung dated November 14, 1975, and recorded in the RMC Office for Greenville County, South Carolina on November 17, 1975 in Deed Book 1027 at Page 399. George E. Spake conveyed all his right, title and interest to said property to Havelyn L. Spake by deed recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1034 at Page 585.

This mortgage is second and junior in lien to that mortgage given by Havelyn L. Spake in favor of Lincoln Home Mortgage Company, Inc. dated October 27, 1976 and recorded in the RMC Office for Greenville County, South Carolina on October 27, 1976 in Mortgage Book 1381 at Page 496.

Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in anywise incident or appertaining. Including buy 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 heater (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 all payments required by any note(s) secured by lien(s) having priority over Mortgagee's within described lien or by any prior mortgage(s) 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 and sewer charges, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts thereof to the Mortgagee upon demand; and in default thereof the Mortgagee may pay the same and add the amount of such payment(s) to the principal indebtedness due Mortgagee, and the same shall be repaid by Mortgagor with interest at the then prevailing note rate upon demand.

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