

MORTGAGE OF REAL PROPERTY

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

THIS MORTGAGE made this 2nd day of March, 1983, among David O. Dibert and Judith R. Dibert (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 Thirty-Five Thousand Dollars (\$ 35,000.00---), with interest thereon, providing for monthly installments of principal and interest beginning on the 1st day of April, 1983 and continuing on the 1st 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 with the buildings and improvements thereon, lying and being at the southeasterly intersection of Knollwood Drive and Kingsley Drive in Mauldin, S. C. being known and designated as Lot No. 3 on plat of Knollwood Heights, Section IV, as recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 4N at Page 74, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeasterly edge of Knollwood Drive, said pin being the joint front corner of Lots 3 and 4 and running thence with the common line of said lots S. 13-57 E. 180.5 feet to an iron pin the joint rear corner of Lots 3 and 4; thence S. 72-41 W. 115 feet to an iron pin on the easterly side of Kingsley Drive; thence along the easterly side of Kingsley Drive N. 15-30 W. 158.5 feet to a point; thence along the southeasterly corner of the intersection of Kingsley Drive and Knollwood Drive N. 29-22 E. 35.4 feet to a point on the southeasterly side of Knollwood Drive; thence with the southeasterly side of Knollwood Drive N. 74-14 E. 95 feet to an iron pin, the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of Lincoln I. Green, Jr. and Carole M. Green recorded in the RMC Office for Greenville County, South Carolina on May 5, 1975 in Deed Book 1017 at Page 765.

This mortgage is second and junior in lien to that mortgage given in favor of First Federal Savings and Loan Association in the original sum of \$42,000.00 recorded in the RMC Office for Greenville County, South Carolina on May 5, 1975 in Mortgage Book 1338 at Page 431.

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.

STATE OF SOUTH CAROLINA
RECORDS AND DOCUMENTS TAX COMMISSION
DOCUMENTARY STAMP
\$ 1.00
MAR 03 1983

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