

MORTGAGE OF REAL PROPERTY

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

THIS MORTGAGE made this 28th day of February, 1983  
among George E. Finkelstein and Elayne R. Finkelstein (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 <sup>ES</sup> ~~Twenty-Eight Thousand~~ <sup>DEF</sup> ~~Seven Hundred and No/100~~ Dollars (\$ 28,700.00 ), 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:

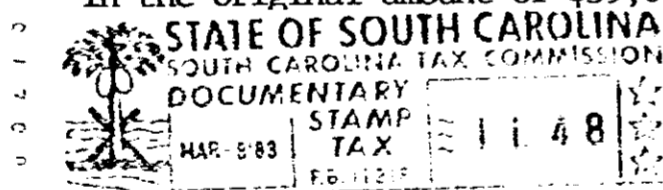
NOW, THEREFORE, in consideration of the aforesaid loan and the sum of Three Dollars (\$3.00) cash in hand paid to Mortgagor, the receipt of which is hereby acknowledged, Mortgagor hereby grants, sells, conveys, assigns and releases to Mortgagee, its successors and assigns, the following described premises located Greenville County, South Carolina:

ALL that piece, parcel or lot of land, with all buildings and improvements thereon, situate, lying and being on the northwestern side of Casselwood Street, now known as Bridgewood Avenue, in Greenville County, South Carolina, being shown and designated as Lot No. 68 on a plat of EDWARDS FOREST, SECTION NO. 2, made by Dalton & Neves, dated March, 1957, recorded in the RMC Office for Greenville, County, S. C., in Plat Book RR at Page 21, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of Bridgewood Avenue at the joint front corner of Lots Nos. 68 and 69 and running thence with the common line of said lots N. 33-15 W., 180 feet to an iron pin, thence N. 56-45 E., 100 feet to an iron pin at the joint rear corner of Lots Nos. 67 and 68; thence with the common line of said Lots, S. 33-15 E., 180 feet to an iron pin on the northwestern side of Bridgewood Avenue; thence with the northwestern side of Bridgewood Avenue, S. 56-45 W., 100 feet to an iron pin, the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of Robert L. Gardner and Linda Gardner dated June 24, 1976 recorded in the RMC Office for Greenville County in Deed Book 1038 at Page 532.

This mortgage is second and junior in lien to that mortgage given in favor of First Federal Savings and Loan Association which mortgage was recorded in the RMC Office for Greenville County in Mortgage Book 1371 at Page 170 in the original amount of \$39,600.00 on June 24, 1976.



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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