

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

THIS MORTGAGE made this 28th day of April, 19 83
among Thomas F. Hawkins & Prudence R. Hawkins (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 Nine Thousand Dollars (\$ 9,000.00), with interest thereon, providing for monthly installments of principal and interest beginning on the 1st day of June, 19 83 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 lying, being and situate in the County and State aforesaid, and in the Town of Fountain Inn on the southeast side of Knight Street near its intersection with Gulliver, containing one (1) acre, more or less, including all rights-of-way, according to a plat prepared July 5, 1979 by Robert R. Spearman, R.L.S., entitled "Property Survey for Jim Hawkins, Fountain Inn, South Carolina, (see Plat Book 7-J at Page 86), and having according to this Plat the following metes and bounds, to-wit:

BEGINNING at an iron pin in the south east edge of Knight Street at joint front corner with property now or formerly belonging to Lancaster, said pin measuring a distance of 65.23 feet southeast of nail and cap in the center of Gulliver Street; thence leaving Knight Street and running with the joint line of now or formerly Lancaster S. 54-35 E. 200.18 feet to an iron pin at back corner of now or formerly Lancaster; thence N. 35-03 E. along the back line of now or formerly Lancaster lot 94-68 feet to an iron pin on line of now or formerly Luther Hughes property; thence S. 82-12 E. 140 feet with now or formerly Hughes to an iron pin on line of now or formerly Hughes property, joint corner with other property of the Grantor (formerly T.E. Jones estate but labeled on plat as "Givens Estate"); thence with line of other property of now or formerly Givens S. 35-40 W. 205.42 feet to an iron pin on dirt drive, across which lies other property of now or formerly Givens; thence with dirt drive N. 52-43 W. 337.0 feet to an iron pin in southeast edge of Knight Street; thence with southeast edge of Knight Street N. 34-59 E. 81.21 feet to an iron pin, the beginning point. This being the same property conveyed to the Mortgagors herein by deed of Nannie J. Givens dated July 21, 1979, recorded in the RMC Office for Greenville County July 24, 1979 in Deed Volume 1107 at page 543.

This mortgage is second and junior in lien to that mortgage given to Nannie J. Givens in the original amount of \$13,750.00 recorded in the RMC Office for Greenville County, S.C. on July 24, 1979 in Mortgage Book 1474 at page 558.

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.