

Charlotte, NC 28238
STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

BOOK 1508 PAGE 118

MORTGAGE OF REAL PROPERTY

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

THIS MORTGAGE made this 19th day of May, 1983,

among Stephen W. Day (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 Twelve Thousand and No/100 Dollars (\$ 12,000.00), with interest thereon, providing for monthly installments of principal and interest beginning on the 25th day of June, 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:

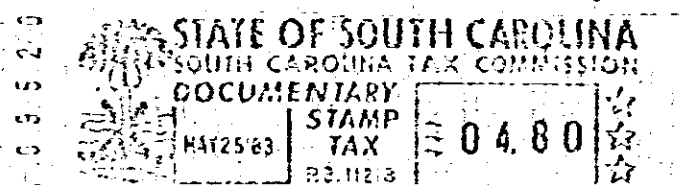
NOW, THEREFORE, in consideration of the aforesaid loan and the sum of Three Dollars (\$3.00) cash in hand paid to Mortgagor, the receipt of which is hereby acknowledged, Mortgagor hereby grants, sells, conveys, assigns and releases to Mortgagee, its successors and assigns, the following described premises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

ALL that piece, parcel or lot of land situate, lying and being within the corporate limits of the Town of Fountain Inn, County of Greenville, State of South Carolina, being known and designated as Lot No. 12, as shown on plat of "Property of W. Shell Thackston" prepared by C. O. Riddle, August 24, 1913, and having the following metes and bounds, to-wit:

BEGINNING at a point on the South side of Cherry Lane Drive, joint corner with Lot No. 11, and running thence with the joint line of Lot No. 11, S. 47-40 W 159 feet to a point, joint corner with Lots 11, 2, and 1; thence with the back joint line of Lot No. 1, N 40-20 W 100.85 feet to a point, joint back corner with Lot No. 1 and Green Avenue; thence along Green Avenue N 47-40 E 159 feet to a point, intersection of Green Avenue and Cherry Lane Drive; thence along Cherry Lane Drive S 40-20 E 100.85 feet to the point of beginning; and bounded by Lots 11 and 1, Green Avenue and Cherry Lane Drive.

This is the same property conveyed to the mortgagor herein by deed of Henson Real Estate Co., Inc. dated June 20, 1972 and recorded in the RMC Office for Greenville County in Deed Book 946 at Page 555 on June 21, 1972.

This mortgage is second and junior in lien to that mortgage given in favor of Farmers Home Administration recorded in Mortgage Book 1238 at Page 97 on June 21, 1972 in the RMC for Greenville County in the original amount of \$18,200.00



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.