

FIRST UNION MORTGAGE CORPORATION, CHARLOTTE, N. C. 28288
STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

60. 1010-431
MORTGAGE OF REAL PROPERTY

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

THIS MORTGAGE made this 8th day of June, 19 83
among Gilbert H. Sayres & Peggy M. Sayres (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 Fourteen Thousand Dollars (\$ 14,500.00), with interest thereon, providing for monthly installments of principal and interest beginning on the 15th day of July, 19 83 and continuing on the 15th 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:

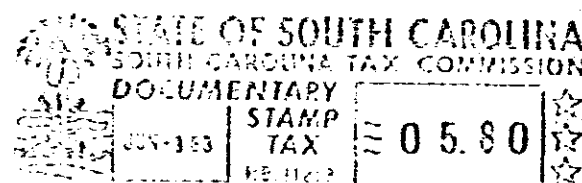
NOW, THEREFORE, in consideration of the aforesaid loan and the sum of Three Dollars (\$3.00) cash in hand paid to Mortgagor, the receipt of which is hereby acknowledged, Mortgagor hereby grants, sells, conveys, assigns and releases to Mortgagee, its successors and assigns, the following described premises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

ALL that certain piece, parcel, or lot of land, situate, lying and being in the State of South Carolina, Greenville County, being shown and designated as Lot 61 on a Plat of RIVER DOWNS, dated July 17, 1974, recorded in the RMC Office for Greenville County in Plat Book 4-R, at Pages 75 and 76, and having, according to said Plat, the following metes and bounds:

BEGINNING at an iron pin on the eastern side of Suffolk Court, joint front corner of Lots 61 and 62, and running thence with the common line of said Lots, N 36-35 E, 260.97 feet to an iron pin in the rear line of Lot 43; thence with the rear line of Lot 43, S 64-04 E, 35 feet to an iron pin at the corner of Lot 44; thence with the rear line of Lot 44, S 50-25 E, 55 feet to an iron pin at the joint rear corner of Lots 60 and 61; thence with the common line of said Lots, S 31-02 W, 265.82 feet to an iron pin on the eastern side of Suffolk Court, joint front corner of Lots 60 and 61; thence with the eastern side of Suffolk Court, N 53-23 W, 115 feet to an iron pin, the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of J. Michael Lee and Susan V. Lee (same as John Michael Lee and Susan Virginia H. Lee), by deed dated April 22, 1980, to be recorded simultaneously herewith.

This mortgage is junior in lien to that certain mortgage in favor of Carolina National recorded December 24, 1975 in REM Book 1356 at page 709 in the original amount of \$35,000.00.



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 ail 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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