

COUNTY OF GREENVILLE)

FILED GREENVILLE

MORTGAGE OF REAL PROPERTY

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

THIS MORTGAGE made this 8th JUL 11 3 35 PM '83 day of July, 19 83

among Harold E. Crumley and Myra D. Crumley (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 Twenty Thousand and No/100 Dollars (\$ 20,000.00), with interest thereon, providing for monthly installments of principal and interest beginning on the August 15th day of August, 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 and County aforesaid, Oneal Township, about two miles west of Sandy Flat, lying in the intersection of two State Highways No. 253 and 156, and having a part of tract No. 1 as shown on Plat of Property of M. L., G. R. and M. M. Crumley made by M. S. Brockman, Registered Surveyor, April 22nd 1949, and being the tract conveyed to me in the division of the said tract of land as shown on said plat, and having the following courses and distances, to-wit:

BEGINNING on a nail and cap in the center of the intersection of said two highways, and runs thence with the center of Highway No. 253, N. 15-20 W. 100 feet to a bend; thence N. 12-06 W. 114.5 feet to a nail and cap in the center of the said highway; and joint corner of a 40 foot strip being conveyed this day to Rayford C. Crumley; thence with the common line of this lot and of the 40 foot strip, N. 77-10 E. 330 feet to an iron pin on the Ross line; thence with the said line, S. 19-20 E. 335 feet to a nail and cap in the center of Highway No. 156 (iron pin back on line at 24 feet); thence with the center of the highway No. 156 N. 62-00 W. 100 feet to a bend; thence N. 77-00 W. 100 feet to a bend; thence S. 80-10 W. 196 feet to the beginning corner, containing One and Nine Tenths (1.9) acres, more or less.

This is the same property conveyed to the mortgagors herein by deed of M. M. Crumley recorded in the RMC for Greenville County on December 1, 1966 in Deed Book 810 at Page 72.

This mortgage is second and junior in lien to that mortgage given in favor of The Bank of Travelers Rest recorded in the RMC for Greenville County in Mortgage Book 1483 at Page 827 on October 10, 1979 in the original amount of \$24,000.00.

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 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:

- 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.
- 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 herebefore, 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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