

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

THIS MORTGAGE made this 14th day of July, 19 83among Ted Allen & Mary Etta J. Conway (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 Thirteen Thousand Five Dollars (\$ 13,500.00), with interest thereon, providing for monthly installments of principal and interest beginning on the 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 together with all improvements thereon situate, lying and being on the southern side of Davidson Road in the County of Greenville, State of South Carolina containing 1.56 acres more or less being designated as Tract No. 3 on a plat prepared by Kermit T. Gould entitled Property of Jesse C. Looper and Estelle C. Looper recorded in the RMC Office for Greenville County in Plat Book 7-L, Page 65 and also being the front portion of property shown on a plat for Ben J. Trammell and Wilma K. Trammell by Jones Engineering Service recorded in said RMC Office in Plat Book 4-A, Page 137 and having according to said plats the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Davidson Road at the corner of property now or formerly of Hightower and running thence with the southern side of said road N. 73-35 E. 100 feet to an iron pin; thence continuing with said road, N. 82-35 E. 100 feet to an iron pin at the corner of property now or formerly of Looper; thence with the line of said property, S. 8-15 E. 235.7 feet to a point; thence, S. 80-45 W. 179.8 feet to an iron pin; thence N. 12-15 W. 237.3 feet to an iron pin on the southern side of Davidson Road, the point of beginning.

This mortgage is made subject to an easement 8 feet in width along the eastern boundary line of the mortgaged property for ingress and egress to the property located adjacent and to the rear of the property hereinabove described, said easement being depicted on plat recorded in Plat Book 7L, Page 65 and described in deed recorded in Deed Book 1110, Page 553; and is further subject to the lien of that certain mortgage to Greer Federal Savings and Loan Association in the face amount of \$22,600.00 recorded June 15, 1981 in the RMC Office for Greenville County, in Mortgage Book 1544, Page 143.

This is the same property acquired by the mortgagors by deed of Joseph Dwight Anderson and Deborah C. Anderson dated June 8, 1981 and recorded June 15, 1981 in the RMC Office for Greenville County in Deed Book 1149, Page 952.

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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