

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

7 44 PM '83  
DONNIE S. TANKERSLEY  
FILED R.M.C.  
GREENVILLE S.C.

200-1618 438-568

MORTGAGE OF REAL PROPERTY

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

THIS MORTGAGE made this 29th day of July, 19 83

among Larry S. and Debra B. Jones (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 Six thousand and no/100 Dollars (\$ 6000.00), with interest thereon, providing for monthly installments of principal and interest beginning on the 25th day of August, 19 83 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 in Butler Township, County of Greenville, State of South Carolina, being known as a portion of a tract of land formerly owned by R. D. Julian, containing 2.36 acres, more or less, and having according to a survey by R. B. Bruce, RLS, dated May 21, 1975, the following metes and bounds, to-wit:

BEGINNING at a point in the center of Phillips Road (Formerly Julian Road) and running thence along the center of said road, N 67-38 W 136.7 feet; thence N 55-00 W 205 feet to an iron pin at the corner of property of Divver on the northern side of said road; thence N 31-05 E 386.5 feet along Divver's land to an iron pin; thence S 43-15 E 176.9 feet to a point; thence S 4-00 W 373 feet to a point in the center of Phillips Road, the beginning corner.

Being the same property conveyed to Larry Steven Jones by C. S. Willingham as recorded in the RMC Office for Greenville County in Deed Book 1018, Page 740 on May 23, 1975.

ALSO: ALL that piece, parcel and lot of land, situate, lying and being in Greenville County, State of South Carolina, and being more particularly shown on survey and plat of "Property of J. C. Phillips" prepared by Piedmont Engineers, dated 1/5/77, which plat is to be recorded herewith and pleaded hereby for a more complete description, and having, according to said plat, the following:

BEGINNING at an iron pin on northern side of Julian Road, corner of Carole H. Dunlap property and runs thence as common line with Dunlap property, N 51-07 W 109.66 feet; thence continuing on Dunlap line, N 55-20 W 144.62 feet to old iron pin (branch the line); thence traverse line, S 25-12 W 36.75 feet to point; thence S 42-54 E 29.7 feet to point; thence S 43-46 W 51.32 feet to old nail and cap on northern side of Julian Road; thence with said road, S 74-07 E 72.65 feet to old nail and cap; thence continuing with road, S 73-10 E 84.38 feet to point of beginning.

Being the same property conveyed to Larry Steven Jones by J. C. Phillips as recorded in the RMC Office for Greenville County in Deed Book 1055, Page 128 on April 22, 1977.

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).

400 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.

51141A01 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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