

FIRST UNION MORTGAGE CORPORATION, CONS 14, CHARLOTTE, N. C. 28245
STATE OF SOUTH CAROLINA)
COUNTY OF Greenville)
MORTGAGE OF REAL PROPERTY
THE NOTE SECURED BY THIS MORTGAGE CONTAINS PROVISIONS FOR AN ADJUSTABLE INTEREST RATE

THIS MORTGAGE made this 28th day of July 19 83
among R. Anthony Hester & Mary Hinton Hester (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 Dollars (\$ 13,700.00), with interest thereon, providing for monthly installments of principal and interest beginning on the 1st day of September 19 83 and continuing on the 1st 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 with the buildings and improvements thereon, lying and being at the southeasterly corner of Kensington Road and Dundee Lane, near the City of Greenville, South Carolina, being designated as Lot No. 28 of Stratford Forest, as recorded in the RMC Office for Greenville County, South Carolina, in Plat Book KK, at page 89, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southerly side of Kensington Road, joint front corner of Lot Nos. 28 and 31, and running thence along the common line of said Lots S. 12-40 E. 195 feet to an iron pin, common corner of Lot Nos. 28 and 29, 30 and 31; thence along common line of Lot Nos. 28 and 29 S. 78-18 W. 263 feet to an iron pin on the easterly side of Dundee Lane; thence along said Lane N. 7-20 W. 180 feet to an iron pin; thence along the corner of Dundee Lane and Kensington Road N. 43-10 E. 44.1 feet to an iron pin on the southerly side of Kensington Road; thence along said Road N. 81-04 E. 210 feet to an iron pin, the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of S. Milburn Price and Barbara S. Price recorded on May 1, 1981, in Deed Book 1147, at page 239.

This mortgage is junior and subordinate to that certain mortgage given by S. Milburn Price and Barbara S. Price in the original amount of \$33,000.00 dated September 9, 1976, and recorded September 10, 1976, in Mortgage Book 1377, at page 433.

Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in anywise incident or appertaining including but 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 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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