

COUNTY OF GREENVILLE

MORTGAGE OF REAL PROPERTY

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

THIS MORTGAGE made this 9th day of August 19 83
among ALLEN D. & MARY H. SMITH (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 Dollars (\$ 20,000.00) and no/100, with interest thereon, providing for monthly installments of principal and interest beginning on the 15th day of September 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 tract of land situate, lying and being on the northern side of the cul de sac of Tugaloo Bluff, Greenville County, South Carolina, being shown and designated as a 4.77 acre tract on a plat prepared by W. R. Williams, Jr., Engineer/Surveyor, dated April 14, 1975, entitled "Property of WILSON FARMS, INC." and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the northern edge of the right of way of a cul de sac of Tugaloo Bluff (a road) at the joint front corner of the within 4.77 acre tract and a tract containing .11 acres and running thence along the joint line of said tracts, N. 16-27 W., 482.5 feet to an iron pin in or near a creek; thence along said creek, the center of which is the property line, the following traverses and distances: N. 50-57 E., 261.1 feet to a point and N. 81-00 E., 168.5 feet to an iron pin at an Ash in or near said creek; running thence along the joint line of the within tract and property now or formerly of Bailey, S. 8-00 E., 557.6 feet to an iron pin; running thence with the joint line of the within tract and 4.02 acre tract, S. 64-30 W., 297.1 feet to an iron pin on said cul de sac, the chord of which is S. 63-13 E., 50.8 feet to an iron pin, the point of beginning.

This being the same property conveyed to the Mortgagors herein by deed of Wilson Farms, Inc., recorded April 11, 1977, in Deed Book 1054, at Page 449.

This mortgage being second and junior in lien to that certain mortgage to Greer Federal Savings and Loan Association, now known as First Federal Savings and Loan Association, Dated May 9, 1979, recorded May 10, 1979 in REM Book 1465, at page 948 in the RMC Office for Greenville County, South Carolina, said mortgage had an original amount of \$55,000.00

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 notes secured by liens having priority over Mortgagee's within described lien or by any prior mortgages 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 payments for municipal charges, fees, or impositions for which taxes, in this mortgage, are specifically mentioned, and will promptly deliver the official receipts thereof to the Mortgagee upon demand and in full. If the Mortgagee may, at the same time and add the amount of such payments 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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