

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

THIS MORTGAGE made this 12th day of October, 1983, among Dennis E. Cunningham and Nora A. Cunningham (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 Fifteen Thousand and Dollars (\$15,000.00), with interest thereon, providing for monthly installments of principal and interest beginning on the 15th day of November, 1983 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:

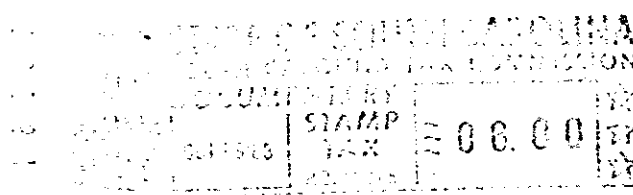
NOW, THEREFORE, in consideration of the aforesaid loan and the sum of Three Dollars (\$3.00) cash in hand paid to Mortgagor, the receipt of which is hereby acknowledged, Mortgagor hereby grants, sells, conveys, assigns and releases to Mortgagee, its successors and assigns, the following described premises located Greenville County, South Carolina:

ALL that certain piece, parcel or lot of land in the Town of Simpsonville, County of Greenville, State of South Carolina, on the northerly side of Poinsettia Drive, being shown and designated as Lot No. 123, on plat of Section III, of a Subdivision known as Poinsettia, recorded in the RMC Office for Greenville County, S. C., in Plat Book "PPP," at Page 141, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northerly side of Poinsettia Drive, joint front corner of Lots Nos. 122 and 123, and running thence with the joint line of said lots N. 39-25 E. 177.3 feet to an iron pin; running thence N. 58-10 W, 131.16 feet to an iron pin; running thence with the joint line of Lots Nos. 123 and 124, S. 39-25 W. 160 feet to an iron pin on the northerly side of Poinsettia Drive; running thence with the northerly side of said Drive S. 50-35 E. 130 feet to the point of BEGINNING.

This is the same property conveyed to the mortgagors herein by deed of Artistic Builders, Inc. which deed was recorded in the RMC for Greenville County in Deed Volume 878 at Page 111 on October 22, 1969.

This mortgage is second and junior in lien to that mortgage given in favor of Security Federal Savings and Loan Association in the original amount \$25,000.00 recorded in the RMC for Greenville County in Mortgage Book 1129 at Page 229 on June 20, 1969.



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.