

Charlotte, NC 28288
STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

GREENVILLE CO. S. C.
Dec 12 11 30 AM '83
R.H.C. WILEY

VOL 1639 P. 438
MORTGAGE OF REAL PROPERTY

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

THIS MORTGAGE made this 7th day of December 1983
among Byron A. Bullard and Ann W. Bullard (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 Eight thousand, Three Hundred and No/100 Dollars (\$ 8,300.00-----), with interest thereon, providing for monthly installments of principal and interest beginning on the 15th day of January 1984 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 in Greenville County, South Carolina:

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, on the northern side of the cul-de-sac of Bartram Grove, being shown and designated as Lot Number 106 on plat entitled "Revision of Lots 106, 106, and 107, Chanticleer" prepared by R. K. Campbell, dated March 11, 1967, recorded in Plat Book QQQ at Page 69 of the RMC Office for Greenville County, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of the cul-de-sac of Bartram Grove at the joint front corners of Lots 106 and 107 and running thence with the line of Lot 107, N 17-24 W 177.7 feet to an iron pin in the rear line of Lot 96; thence with the rear line of Lot 96, S 85-39 E 96 feet to an iron pin in the rear line of Lot 97; thence with the rear line of Lot 97, S 51-53 E 135 feet to an iron pin in the line of Lot 105; thence with the line of Lot 105, S 43-25 W 136 feet to an iron pin on the northern side of the cul-de-sac of Bartram Grove, the chord of which is N 48-33 W 38.3 feet to an iron pin; thence continuing with said curve the chord of which is S 85-20 W 31.6 feet to the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of Thomas J. Welsh and Eileen M. Welsh recorded in the RMC for Greenville County in Deed Book 1123 at Page 871 on April 14, 1980.

This mortgage is second and junior in lien to that mortgage given in favor of First Federal Savings and Loan Association in the original amount of \$63,873.71 recorded in the RMC for Greenville County on April 14, 1980 in Mortgage Book 1500 at Page 662.

Together with all and singular the rights, members, hereditaments and appurtenances to said premises including 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 hereinafore, 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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