

COUNTY OF GREENVILLE )

MORTGAGE OF REAL PROPERTY

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

THIS MORTGAGE made this 3<sup>rd</sup> day of March, 1984, among Alistair M. Thorburn (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 Six Hundred and no/100 Dollars (\$ 15,600.00 ), with interest thereon, providing for monthly installments of principal and interest beginning on the 1st day of May, 19 84 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 in Greenville County, South Carolina:

All that certain piece, parcel or lot of land situate, lying and being on the western side of Westview Avenue in the City of Greenville, County of Greenville, State of South Carolina, and known and designated as Lot No. 5 of a subdivision known as Lost Valley, Section I, plat of which is recorded in the RMC Office for Greenville County in Plat Book 5-P at Page 24, and according to said plat, having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Westview Avenue at the joint front corner of Lots Nos. 4 and 5, and running thence with the joint line of said Lots, N. 89-35 W. 127.7 feet to an iron pin; running thence N. 0-24 W. 70 feet to an iron pin at the joint rear corner of Lots 5 and 6; running thence with the joint line of said Lots, S. 89-11 E. 126.1 feet to an iron pin on the western side of Westview Avenue; running thence with the western side of said Avenue, S. 3-56 E. 25.8 feet to an iron pin; thence continuing with said Avenue, S. 0-24 E. 43.4 feet to an iron pin, point of beginning.

This is the same property conveyed to the Mortgagor herein by deed of Eastco Development Corp. of even date to be recorded herewith.

This mortgage is second and junior in lien to that certain mortgage this date assumed by Mortgagor in favor of South Carolina National Bank in the original amount of \$39,900, recorded in the Office of the RMC For Greenville County in Mortgage Book 1389 at Page 387, and having a present principal balance of \$37,319.85.

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 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.