

STATE OF SOUTH CAROLINA)

VOL. 1506 PAGE 720

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 April, 1984, among Pamela K. Shenberger (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 Ten Thousand and no/100 Dollars (\$ 10,000.00), with interest thereon, providing for monthly installments of principal and interest beginning on the 15th day of May, 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 piece, parcel or lot of land, situate, lying and being on the northern side of Oakwood Avenue, in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 23 on plat of OAKWOOD ACRES, dated September 1959, prepared by J. Mac Richardson, R. L. S. recorded in Plat Book MM at Page 135 in the R. M. C. Office for Greenville County, South Carolina and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin on the northern side of Oakwood Avenue, at the joint front corner of Lots 23 and 24 and running thence along the common line of said lots, N. 22-55 W. 175 feet to an iron pin at the joint rear corner of said lots; thence N. 67-05 E. 90 feet to an iron pin at the joint rear corner of Lots 22 and 23; thence along the common line of said lots, S. 22-55 E. 175 feet to an iron pin at the joint front corner of said lots on the northern side of Oakwood Avenue; thence along said Avenue, S. 67-05 W. 90 feet to an iron pin, the point of beginning.

This being the same property conveyed to Pamela K. Shenberger and John C. Shenberger by deed of Russell E. Ballentine dated February 19, 1978 and recorded in the R. M. C. Office for Greenville County, South Carolina in Deed Book 1074 at Page 69 on February 22, 1978.

The said John C. Shenberger conveyed to the mortgagor his one-half (1/2) interest in and to the subject property herein by deed dated January 11, 1983 and recorded in the R. M. C. Office for Greenville County, South Carolina in Deed Volume 1180 at Page 739 on January 12, 1983.

This mortgage is second and junior to that of Collateral Investment Company dated February 19, 1978 and recorded in the R. M. C. Office for Greenville County, South Carolina in Mortgage Volume 1423 at Page 983 on March 22, 1978, said mortgage being in the original amount of \$34,400.00.

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 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.

