

Charlotte, North Carolina 28288
STATE OF SOUTH CAROLINA)

VOL 1658 PAGE 11

COUNTY OF GREENVILLE)

MORTGAGE OF REAL PROPERTY

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

THIS MORTGAGE made this 16th day of April, 1984
among Walter J. Davis (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 Nineteen Thousand Nine Hundred, No/100 Dollars (\$19,900.00), with interest thereon, providing for monthly installments of principal and interest beginning on the _____ day of _____, 19____ and continuing on the 1st day of each month thereafter until the principal and interest are fully paid; June 84

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:

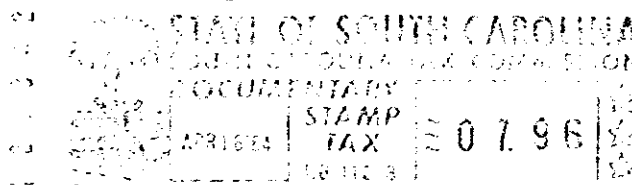
NOW, THEREFORE, in consideration of the aforesaid loan and the sum of Three Dollars (\$3.00) cash in hand paid to Mortgagor, the receipt of which is hereby acknowledged, Mortgagor hereby grants, sells, conveys, assigns and releases to Mortgagee, its successors and assigns, the following described premises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

ALL that piece, parcel or lot of land in Greenville County, South Carolina, being known and designated as lot 17 on plat of property made for James Knoll, March 29, 1967, by Carolina Engineering and Surveying Company and described as follows:

BEGINNING at an iron pin on Jacobs Road (formerly Blassingame Road) and running thence along Jacobs Road S. 73-03 W. 125 feet to an iron pin, and running thence with a curve, the chord of which is N. 63-29 W. 36.2 feet to an iron pin on Celriver Drive; and running thence along said Drive N. 20-01 W. 127.5 feet to an iron pin at the joint front corner of Lots 16 and 17; and running thence along the dividing line of Lots 16 and 17 N. 70-02 E. 159 feet to an iron pin and running thence S. 19-58 E. 160 feet to an iron pin, the point of beginning.

This is the same property conveyed to the mortgagor herein by two deeds: (1) deed of Nevada J. Davis dated August 19, 1968 and recorded in the RMC Office for Greenville County, South Carolina, on August 20, 1968 in Deed Book 850 at Page 527; and (2) deed of Frank P. McGowan, Jr., Master In Equity for Greenville County, dated March 22, 1977 and recorded in the RMC Office for Greenville County, South Carolina, on March 24, 1977 in Deed Book 1053 at Page 288.

This mortgage is second and junior in lien to that mortgage given in favor of C. Douglas Wilson & Co., dated August 19, 1968 and recorded in the RMC Office for Greenville County on August 20, 1968 in Mortgage Book 1100 at Page 473.



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.

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