

COUNTY OF Greenville )

1071 85  
MORTGAGE OF REAL PROPERTY

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

THIS MORTGAGE made this 29th <sup>1 18 PM</sup> ~~11th~~ <sup>May</sup> ~~1984~~ <sup>1989</sup> June, 19 84  
among Kenneth H. Hess, Jr. and Gina D. Hess (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 1st day of August, 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 northeastern side of Sylvania Drive in the County of Greenville, State of South Carolina, being known and designated as Lot 22 on a plat of Dogwood Terrace, prepared by J. Mac Richardson, dated May, 1960, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book UU, Page 5, and having according to a more recent plat by Freeland & Associates dated October 28, 1977, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of Sylvania Drive at the joint front corner of Lots 22 and 23, and running thence along the line of Lot 23, N. 51-07 E. 169.5 feet; thence N. 46-20 W. 104 feet to an iron pin on the southern side of said Alpine Drive; thence with the southern side of said Drive S. 59-43 W. 44.3 feet to an iron pin; thence continuing with the southern side of said Drive S. 56-48 W. 80.0 feet to an iron pin; thence with the curve of the intersection of Alpine Drive and Sylvania Drive S. 12-03 W. 28.5 feet to an iron pin; thence with the northeastern side of Sylvania Drive S. 32-42 E. 69.7 feet to an iron pin; thence continuing with the northeastern side of said Drive S. 33-28 E. 30.5 feet to the point of beginning.

DERIVATION: This being the same property conveyed to Mortgagor herein by deed of Richard S. Galloway and Sandra C. Galloway as recorded in the RMC Office for Greenville County, South Carolina in Deed Book 12/6, Page 376, 236 July 5, 1984.

This mortgage is junior and second in lien to that certain note and mortgage given to Aiken Speir, Inc., said mortgage being recorded in the RMC Office for Greenville County, South Carolina, in Mortgage Book 1415, Page 436 on November 10, 1977.

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.