

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

FILED First Union
CO. S.C. Charlotte, NC 28288

8264A
BOOK 1530 PAGE 777
MORTGAGE OF REAL PROPERTY
BOOK 18 PAGE 806

THIS MORTGAGE made this 13th day of August, 19 81
among Havelyn L. Spake (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 (\$10,000.00), the final payment of which is due on September 15, 19 91, together with interest thereon as provided in said Note, the complete provisions whereof are incorporated herein by reference; deed of Sallie Ballenger DeYoung dated November 14, 1975 and recorded November 17, 1975 in Deed Volume 1027 at Page 399. George E. Spake, Jr. conveyed his interest in said real estate to the said mortgagor herein by deed dated April 12, 1976, recorded April 13, 1976 in Deed Volume 1034 at Page 585.

This mortgage is second and junior in lien to that mortgage given in favor of Rowest Corp. (originally Lincoln Home Mortgage Company, Inc.) in the original amount of \$23,000.00 recorded October 27, 1976 in Mortgage Volume 1381 at Page 496.

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, 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 heaters (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, and that Mortgagor will warrant and defend title to the premises against the lawful claims of all persons who may claim an interest therein.

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 any other Note obligations of mortgagor which are secured by Liens which have priority over the Note obligation herewith secured in the amounts, in the manner and at the place 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 rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made herein before, and in default thereof the mortgagee may pay the same; and will promptly deliver the official receipts therefor to the mortgagee. If the mortgagor fails to make any payments provided for in this section or any other payments for taxes, assessments, or the like, then, the entire amount of the debt secured, or intended to be secured, shall forthwith become due, at the option of said mortgagee.

PUBLIC 1303C REV 88-79

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3561801

DOCUMENTARY
STAMP
\$ 04.00

OCT 19 10 53 AM '82
GREENVILLE, S.C.

PAID AND FULLY SATISFIED
FIRST UNION MORTGAGE CORPORATION
Pat H...
Vice President

4328 W.33