

Charlotte, NC 28283  
STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

RECORDED 12 54 PM '82  
DENNIS TANKERSLEY  
R.M.C.

BOOK 1571 PAGE 353  
826633

MORTGAGE OF REAL PROPERTY

BOOK 78 PAGE 1497

THIS MORTGAGE made this 27th day of May, 1982,  
among Wallace J. Smith and Susie H. Smith (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 Thirteen Thousand and No/100 (\$ 13,000.00), the final payment of which is due on June 15 19 92, together with interest thereon as provided in said Note, the complete provisions whereof are incorporated herein by reference;

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 known and designated as Lot No. 16 as shown on "Plat of Sunny Acres Subdivision," said plat being recorded in the FMC Office for Greenville County, S. C. in Plat Book EB, at Pages 168, 169 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point, the joint front corner of lots 15 and 16 and running thence with the common line of said lots, S. 29-30 E. 148.0 feet to a point, the rear corner of said lots; turning and running thence N. 60-30 E. 80.0 feet to a point; turning and running with the common line of lots 16 and 17, N. 29-30 W. 149.0 feet to a point on the southeasterly side of Parisview Avenue; turning and running along the southerly side of Parisview Avenue, S. 59-50 W. 80.0 feet to a point on said Parisview Avenue, the point of beginning.

THIS is the same property conveyed to the mortgagors herein by deed of Theresa Ledford Heath Sanders, dated April 2, 1976, recorded in the FMC Office for Greenville, S. C. on April 2, 1976 in Deed Volume 1034 at Page 93.

THIS mortgage is second and junior in lien to that mortgage given in favor of Farmers Home Administration in the amount of \$19,500.00 which mortgage was recorded in the FMC Office for Greenville County, S. C. on April 2, 1976 in Mortgage Volume 1364 at Page 14.

PAID AND FULLY SATISFIED  
FIRST UNION MORTGAGE CORPORATION  
11-27-82  
BY: *[Signature]*  
VICE PRESIDENT  
WITNESS: *[Signature]*

NOV 30 1982

RECORDED  
MORTGAGE  
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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 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, if any; and that Mortgagor will warrant and defend title to the premises against the lawful claims of all persons whomsoever.

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4328 (REV. 2)