

Charlotte, NC 28288

GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

JUN 3 12 39 PM '82

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JOHN HENNERSLEY  
S.M.C.

MORTGAGE OF REAL PROPERTY

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THIS MORTGAGE made this 2nd day of June, 19 82,  
among James F. Smith and Carol T. 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 Twenty-Four Thousand and No/100 (\$ 24,000.00), 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;

THESE TERMS AND CONDITIONS APPLY TO ALL LOANS MADE BY THE PUBLIC OF GREENVILLE.

THIS is the same property conveyed to the mortgagors herein by deed of Charles W. Scott and Evelyn Alexander Scott which deed was recorded in the RMC Office for Greenville County in Deed Volume 960 at Page 131 on November 9, 1972.

THIS mortgage is second and junior in lien to that mortgage given in favor of Fidelity Federal Savings & Loan Association (now American Federal Savings & Loan Association) which mortgage was recorded in the RMC Office for Greenville County in Mortgage Volume 1256 at Page 475 on November 9, 1972 in the original amount of \$28,800.00.

Together with all and singular the tenements, 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 and that Mortgagee 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: Vibe President  
WITNESS: John H. Hennersley

1. NOTE PAYMENTS. Mortgagor shall make timely payments of principal and interest on the above mentioned Note and any Note(s) secured by lien(s) having priority over Mortgagee's within described lien in the amounts, in the manner and at the places set forth therein. This mortgage secures payment of said Mortgagee's 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 mortgagor. 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.

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