Charlotte, N. C. 28288 REFNYILED

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE AGE IN 49 AH 70

THIS MORTGAGE made this RAPER SLEX day of June

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among A. Stewart Fink and Sue D. Fink (hereinafter referred to as Mortgagor) and FIRST UNION MORTGAGE CORPORATION, a North Carolina Corporation (hereinafter referred to as Mortgagoe):

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 THOUSAND

(S. 20,000.00), the final payment of which is due on July 15, 1989

19 \_\_\_\_\_, 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 Lake Water Court and Silver Creek Road; thence with said intersection, S 04=15 E, 35.36 feet to an iron pin on the northwesterly side of Lake Water Court; thence with said Lake Water Court, S 40-45-00 W 92.76 feet to an iron pin; thence continuing with said Court, S 39-12 W, 14.87 feet to an iron pin, the point of beginning

This is the same property conveyed to the Mortgagors by deed of James (MINO) Follow and Suzie R. Fowler, recorded July 16, 1976, in Deed Pook 10 M. 1-20 Cat, Page: 698.

And Mortgagors by deed of James (MINO) Street and Suzie R. Fowler, recorded July 16, 1976, in Deed Pook 10 M. 1-20 Cat, Page: 698.

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, bettures, or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures, or sticles, 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, 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 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 shall pay all taxes, charges and assessments which may become a lien upon the premises hereby conveyed before any penalty or interest accrues thereon and shall promptly deliver to Mortgagee (at its request) official receipts evidencing payment thereof. In the event of the passage after the date of this Mortgage of any law imposing a federal, state or local tax upon Mortgage or debts secured thereby, the whole principal sum (together with interest) secured by this Mortgage shall, at the option of Mortgagee, its successors and assigns, without notice become immediately due and payable.

FUNIC 120 SC 12-76

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