

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

THIS MORTGAGE made this 14th day of February, 1983
 among J. L. MITCHELL (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 Thirty-Five Thousand Dollars (\$ 35,000.00), with interest thereon, providing for monthly installments of principal and interest beginning on the 25th day of March, 1983 and continuing on the 25th 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 Greenville County, South Carolina:

ALL that certain piece, parcel or lot of land with the buildings and improvements thereon situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 4 of a subdivision known as "Addition to Pilgrims Point" according to a plat thereof prepared by Aaron Thompson dated April 30, 1974, recorded in the RMC Office for Greenville County in Plat Book 4R, Page 69 and having, according to said plat, the following metes and bounds, to-wit: BEGINNING at an iron pin on the northern side of Freeport Drive at the corner of Lot 16, Pilgrims Point and Lot No. 4 on the aforesaid plat and running thence N. 17-50 W. 245.1 feet to an iron pin; running thence S. 82-50 E. 63.35 feet and S. 74-00 E. 100.0 feet to an iron pin at the joint rear corner of Lots 3 and 4; thence with the joint line of said lots, S. 2-11 W. 168.25 feet to an iron pin on a turnaround of Freeport Drive, joint front corner of Lots 3 and 4; thence with the northern side of the turnaround of Freeport Drive, following the curvature thereof, the chords of which are N. 72-05 W. 25 feet, S. 76-16 W. 30 feet and S. 39-05 W. 39.4 feet to the point of beginning.

This is the identical property conveyed to Peggy W. Mitchell and J. L. Mitchell by deed of James T. West and Julia N. West dated September 6, 1977, recorded in the RMC Office for Greenville County, South Carolina on September 12, 1977 in Deed Book 1064 at Page 660. Peggy W. Mitchell conveyed all of her undivided one-half right, title and interest in and to said property to J. L. Mitchell by deed dated July 9, 1982 and recorded in the RMC Office for Greenville County, South Carolina on July 14, 1982 in Deed Book 1170 at Page 100.

This mortgage is second and junior in lien to that certain mortgage given by James T. West and Julia N. West to First Federal Savings and Loan Association dated Jun 8, 1976 in the original sum of \$54,900.00, recorded in the RMC Office for Greenville County, South Carolina in Mortgage Book 1369 at Page 655.

Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in anywise incident or appertaining including buy 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:

- 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.
- 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.

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