

COUNTY OF GREENVILLE)

MORTGAGE OF REAL PROPERTY

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

THIS MORTGAGE made this 6th day of July, 1983

among MAXIE R. SLATEN (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-Thousand Dollars (\$ 30,000.00), with interest thereon, providing for monthly installments of principal and interest beginning on the 15th day of August, 1983 and continuing on the 15th 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 piece, parcel or tract of land, containing 2.93 acres, more or less, situate, lying and being on the Southeastern side of Preston Road, in the County of Greenville, State of South Carolina, as shown on a plat entitled "Survey for Maxie R. Slaten", prepared by Carolina Surveying Co., dated February 12, 1982, and recorded in the R.M.C. Office for Greenville county, South Carolina, in Plat Book 8V at Page 48, and having, according to said plat, the following metes and bounds:

BEGINNING at a nail and cap in or near the center of Preston Road, which point is located 659.4 feet, more or less, in a Southwesterly direction from the Southwestern corner of the intersection of Preston Road and Sandy Springs Road, and running thence with the line of property now or formerly of George W. Campbell S. 45-45 E. 447 feet to an iron pin; thence with the line of the said Campbell property S. 47-45 W. 300 feet to an iron pin at the joint corner of the premises herein described and property now or formerly of A. M. Joy and Carolyn Joy; thence with the line of the said Joy property N. 45-43 W. 407.8 feet to an iron pin in the right of way of Preston Road; thence along and through Preston Road N. 40-15 E. 300 feet to the point of beginning.

THIS being the same property conveyed to the Mortgagor herein by deed of George W. Campbell dated March 13, 1982 and recorded in the R.M.C. Office for Greenville County, South Carolina in Deed Book 1164 at Page 37 on March 18, 1982.

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:

1. 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.

2. 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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