

FIRST UNION MORTGAGE CORPORATION
STATE OF SOUTH CAROLINA

GREENVILLE, NORTH CAROLINA

COUNTY OF GREENVILLE

MORTGAGE OF REAL PROPERTY

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

THIS MORTGAGE made this 23rd day of August 19 83
among Wade T. Rainey and Beverly R. Rainey (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 Five Dollars (\$ 30,500.00), with interest thereon, providing for monthly installments of principal and interest beginning on the 25th day of September 19 83 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 piece, parcel or lot of land in the State and County aforesaid, containing 1.60 acres, more or less, and being shown on survey of Property of Wade T. & Beverly R. Rainey, made 4-18-79, by Kermit T. Gould, R.L.S., and recorded in the Greenville County TMC Office in Plat Book 7F, Page 16. Said plat is specifically referred to for a more complete property description.

DERIVATION: See Deed of Thelma Wood Garrett dated 17 May 79 and recorded in Deed Book 1102, Page 956.

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 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 premises 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 payments which are levied or assessed on the premises, including but not limited to the above-mentioned premises, and will deliver the official receipts thereof to the Mortgagee upon demand and in full, together with the Mortgagee's plat of the same and add the amount of such payments to the principal indebtedness due Mortgagee, and the same shall be paid by Mortgagee with interest at the then prevailing rate upon demand.

5850

GREENVILLE