

Charlotte, NC 28288
STATE OF SOUTH CAROLINA

GREENVILLE
AUG 25 2 12 PM '83

00-1622-940

COUNTY OF GREENVILLE

MORTGAGE OF REAL PROPERTY

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

THIS MORTGAGE made this 25th day of August 19 83
among Billie D. Bates (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 Seventeen Thousand, Four Dollars (\$ 17,400.00) 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 Highland Township, Greenville County, State of South Carolina, near Highland and on the north side of the Gap Creek Road, and being bounded on the North by lands of Bertha Bates and on the East by lands of Turpin and Mrs. Barton, on the South by the said road and on the West by other lands of Bertha Bates, and being a part of the same land that was conveyed to Bertha Bates by deed from W. A. Jones, as conservator of the Planters Savings Bank January 13, 1939, and recorded in the office of the RMC in Deed Book 208 at Page 212, and having the following courses and distances, to-wit:

BEGINNING on a point in the center of the said Gap Creek Road, Mrs. Barton's corner, and runs thence with the said road N. 64-15 W. 500 feet to a point in the said road (iron pin on the north bank) and corner of two acre lot owned by Jack M. Bates; thence with the line of the Jack M. Bates lot N. 28-45 E. 368 feet to an iron pin; thence N. 48-47 W. 221.5 feet to an iron pin; joint corner of the Jack M. Bates lot; thence N. 1-45 W. 221.5 feet to an iron pin, new corner; thence N. 58-00 E. 908 feet to an iron pin in branch just below a small shoal; thence up the said branch S. 21-54 E. 158 feet to a bend in the branch; thence S. 24-10 E. 194 feet to a stake in the said branch and being joint corner of the Turpin land; thence S. 56-10 W. 100 feet to an iron pin near a large R.O.O.M.; thence S. 27-30 E. 614 feet to an iron pin near a Black Gum, O. M., Mrs. Barton and Turpin corner; thence with the Barton line S. 44-15 W. 808 feet to the beginning corner, and containing twenty-two and five-tenths (22.5) acres, more or less.

This is the same property conveyed to the mortgagor herein by deed of Jack M. Bates, Albert R. Bates, Joyce Shelinutt, Dina R. Bates, heirs of D. H. Bates, which deed was recorded in the RMC Office for Greenville County in Deed Volume 1028 at Page 164 on December 5, 1975.

This mortgage is junior in lien to that mortgage given in favor of Blue Ridge Production Credit Association in the amount of \$6,800.00 recorded August 4, 1978

(See back)

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)

400 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

56671A01 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 property on this date is liable, 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 payments to the principal indebtedness due Mortgagee, and the same shall be repaid by Mortgagor with interest at the then prevailing note rate upon demand

11
B
7
6
0

1028-1622