

COUNTY OF GREENVILLE) FILED
MORTGAGE OF REAL PROPERTY

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

THIS MORTGAGE made this 11th day of November 1983
among Keith Stanley Tobias and Karen A. Tobias (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 Sixteen Thousand Dollars (\$16,500.00), with interest thereon, providing for monthly installments of principal and interest beginning on the 15th day of December 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 in 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 County of Greenville, State of South Carolina, being known and designated as Lot 8, Block 1, on plat of Section A, of PARKVALE subdivision recorded in the RMC Office for Greenville County, South Carolina, in plat book K page 52, and also being shown on plat entitled "Property of Keith S. Tobias and Karen A. Tobias" as recorded in the RMC Office for Greenville County, South Carolina, in plat book 7-W page 58, and having according to said latter plat the following metes and bounds, to-wit:

Beginning at an iron pin on the western side of Summit Drive (formerly Bennett Street) at the joint front corner of Lots 7 and 8 and running thence along the line of Lot 7, N. 88-40 W. 175.7 feet to an iron pin; thence N. 12-00 E. 70 feet to an iron pin; thence along the line of lot 9, S. 88-45 E. 173.1 feet to an iron pin on the western side of Summit Drive; thence along the western side of Summit Drive S. 9-50 W. 69.7 feet to the beginning corner.

The difference in the metes and bounds as shown on the above referenced plats is due to the giving of a part of lot 8 for the widening of Summit Drive as reflected in deed book 482 page 105.

This is the same property conveyed to mortgagors by Ralph G. Barton & Onie M. Barton by deed dated and recorded 3/28/80 in deed vol. 1122 page 926 of the RMC Office for Greenville County, S. C.

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 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