

STATE OF SOUTH CAROLINA)

FIRST UNION MORTGAGE CORPORATION, CONS-14, CHARLOTTE, N.C.

28288

COUNTY OF GREENVILLE)

MORTGAGE OF REAL PROPERTY)
VOL 1637 8-593

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

THIS MORTGAGE made this 29th day of November 19 83
among James Edwin Ivester & Brenda P. Ivester (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 Seven Thousand Nine Hundred and No/100 Dollars (\$ 7,900.00), with interest thereon, providing for monthly installments of principal and interest beginning on the 1st day of January 19 84 and continuing on the 1st 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 lot of land in the County of Greenville, State of South Carolina, known as Lot 43 on the subdivision of Buncombe Park, plat of which is recorded in the RMC Office for Greenville County in Plat Book M, Page 12 and having the following metes and bounds to wit:

BEGINNING on the northern side of North Haven Drive at the corner of Lot 42 and running thence along said Drive N. 88 E. 60 feet to an iron pin; thence N 3-20 W 173 feet; thence S 88 W 60 feet; thence S 3-20 E. 173 feet to the point of beginning.

This is the same property conveyed to Mortgagors herein by deed of J. B. Jones and Fran R. Stotsky dated and recorded February 3, 1982 in Deed Book 1161 at page 962 in the RMC Office for Greenville, South Carolina.

This mortgage is junior to that mortgage given to NCNB (now Bankers Mortgage) recorded in REM Book 1400 at page 74 in the RMC Office for Greenville County.

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

31A01

400 3

1637 8-593

31A01