

STATE OF SOUTH CAROLINA

MAR 31 3 35 PM '83

COUNTY OF GREENVILLE

DONNIE S. TANKERSLEY

MORTGAGE OF REAL PROPERTY

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

THIS MORTGAGE made this 30th day of March, 19 83, among ROCKVALE BAPTIST CHURCH (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 Twenty-One Thousand, Eight Hundred and No/100 Dollars (\$ 21,800.00), with interest thereon, providing for monthly installments of principal and interest beginning on the 1st day of May, 19 83 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 Greenville County, South Carolina:

ALL that piece, parcel or lot of land with all improvements thereon situate, lying and being in the State of South Carolina, County of Greenville, on the western side of Old Grove Road in Gantt Township, being a portion of property of R. C. Sutherland on a plat made by Campbell & Clarkson, Surveyors, dated May 21, 1971, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 4-J, page 49, and having according to a revision thereof made by Campbell & Clarkson, Surveyors, dated June 24, 1971, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Old Grove Road at the corner of property now or formerly owned by Raines and running thence along the line of said property, N 85 49 W 393.4 feet to an iron pin; thence continuing along said line, S 51 30 W 241.5 feet to an iron pin on Kenmore Terrace; thence along the line of Kenmore Terrace, N 0 50 E 833.6 feet to an iron pin; thence along the line of Lot No. 21 as shown on a plat recorded in Plat Book 4-N, page 21, N 40 06 W 231 feet to an iron pin on Citadel Street; thence along the eastern side of Citadel Street, N 0 50 E 45.8 feet to an iron pin on the line of the Granger property; thence along the line of Granger property and Morgan property, S 40 07 E 1,074.5 feet to an iron pin on the western side of Old Grove Road; thence along the western side of Old Grove Road, S 13 04 E 114.8 feet to an iron pin, the BEGINNING corner.

This is the same property conveyed to the mortgagor herein by deed of Lindsey of S. C., Inc. (formerly Lindsey Builders, Inc.) which deed was recorded in the RMC Office for Greenville County in Deed Book 990 at Page 164 on December 7, 1973.

This mortgage is second and junior in lien to that mortgage given in favor of Family Federal Savings and Loan Association which mortgage was recorded in the RMC Office for Greenville County in Mortgage Book 1397 at Page 449 on May 13, 1977 in the original amount of \$50,000.00.

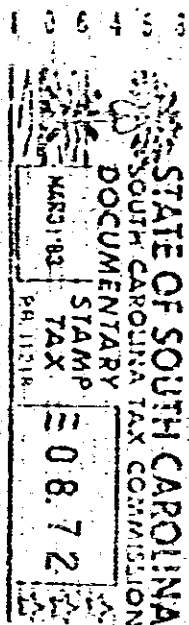
Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in anywise incident or appertaining. Including buy not limited to all buildings, improvements, fixtures, or appurtenances now or hereafter erected thereon, including all apparatus, equipment, 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, steps 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.

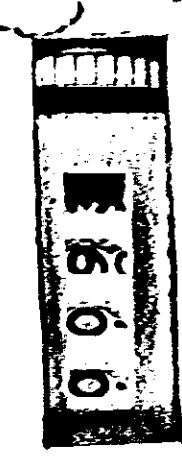


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