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COUNTY OF GREENVILLE )

MORTGAGE OF REAL PROPERTY

AUG 5 3 31 PM '83

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

THIS MORTGAGE made this 1st day of August 19 83

among James B. Snoddy & Margaret L. Snoddy (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-Five Thousand Dollars (\$35,000.00), with interest thereon, providing for monthly installments of principal and interest beginning on the 1st day of September 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 certain piece, parcel, or lot of land, with all improvements thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being shown as the three northern most lots on plat prepared for Richard H. Wallace, Jr. by Arbor Engineering dated April 18, 1977, as recorded in the RMC Office for Greenville County, South Carolina in Plat Book 5P, Page 95, and having according to said plat the following metes and bounds:

BEGINNING at an iron pin which is 2743 feet, more or less, from the intersection of Muddy Ford Road and Pelham Road, and running thence N 68-43-24 W 280.05 feet to an iron pin; thence N 68-43-30 W 424.64 feet to an iron pin; thence following the creek as the line, the traverse of which is N 67-21-10 E 360.53 feet to an iron pin and continuing along said creek N 38-05-19 E 247.29 feet to an iron pin; thence S 66-45-08 E 390.2 feet to an iron pin in Black Road; thence along said road S 22-52-55 W 239.76 feet to an iron pin; thence continuing along said road S 23-40-10 W 213.91 feet to an iron pin; thence continuing along said road S 23-39-58 W 20 feet to the point of beginning, containing 5.532 acres, more or less.

DERIVATION: This being the same property conveyed to Mortgagor herein by three deeds of Jane Stewart Wallace as recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1060; Page 641-646 on July 15, 1977.

This mortgage is junior and second in lien to that certain note and mortgage given by Mortgagor herein to First Federal Savings & Loan Association of Greenville as recorded in the RMC Office for Greenville County, South Carolina in Mortgage Book 1180 Page 250 on December 12, 1977.

Together with all and singular the rights, members, hereditaments and appurtenances now or hereafter erected thereon, 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)

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 hereinafter, 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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