

Charlotte, NC 28288
STATE OF SOUTH CAROLINA)

FILED
GREENVILLE S.C.

300-1024-521

COUNTY OF GREENVILLE)

SEP 7 2 17 PM '83

MORTGAGE OF REAL PROPERTY

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

THIS MORTGAGE made this 6th day of September 1983
among Charles R. McCurley and Peggy B. McCurley (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 Fifteen Thousand, Two Hundred and No/100s Dollars (\$ 15,200.00), with interest thereon, providing for monthly installments of principal and interest beginning on the 15th day of October 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 Greenville County, South Carolina:

ALL those pieces, parcels or lots of land in Oneal Township, Greenville County, State of South Carolina, being known and designated as Lots #49 and 50 of Paris View, Section I, as shown on plat thereof recorded in the RMC Office for Greenville County in Plat Book VV at Page 101 and being described as follows:

Lot #49: Beginning at an iron pin on the northeastern side of SC Highway #415 at the joint front corner of Lots 48 and 49 and running thence N. 37-38 E. 187.3 feet to an iron pin; thence N. 50-25 W. 100 feet to an iron pin at the joint rear corner of Lots 49 and 50; thence S. 37-38 W. 195.3 feet to an iron pin on SC Highway #415; thence along said highway, S. 58-53 E. 100 feet to the beginning corner.

Lot #50: Beginning at an iron pin at the northeastern corner of the intersection of Paris View Drive and SC Highway #415 and running thence along Paris View Drive, N. 39-35 E. 200 feet to an iron pin; thence S. 50-25 E. 100 feet to an iron pin at the joint rear corner of Lots 49 and 50; thence S. 37-38 W. 195.3 feet to an iron pin on the northeastern side of SC Highway #415; thence along said highway, N. 58-53 W. 100 feet to the beginning corner.

This is the same property conveyed to the mortgagors herein by deed of O. J. Leonard ad Frances U. Leonard, dated December 28, 1974, recorded January 2, 1975 in Deed Book 1012 at Page 544, RMC Office, Greenville County, South Carolina.

This mortgage is second and junior in lien to that mortgage given in favor of First Federal Savings and Loan Association in the amount of \$28,200.00 which mortgage was recorded in the RMC for Greenville County on August 29, 1975 in Mortgage Book 1347 at Page 413.

RECORDED IN MORTGAGE BOOK 1347 PAGE 413
GREENVILLE COUNTY SOUTH CAROLINA
SEP 10 1983
R.M.C. OFFICE

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).

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.

400 3
601A01

4328-11-2