FIRST UNION MORTGAGE CORPORATION CONS-14 CHARLOTTE, NORTH CAROLINA 28288 STATE OF SOUTH CAROLINA MORTGAGE OF REAL PROPERTY COUNTY OF GREENVILLE THE NOTE SECURED BY THIS MORTGAGE CONTAINS PROVISIONS FOR AN ADJUSTABLE INTEREST RATE \_day of \_\_\_\_April\_ THIS MORTGAGE made this\_\_\_\_ among William B. Tuttle, Jr. & Margaret K. Tuttle (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-Two Thousand 32,800.00 ), with interest thereon, providing for monthly installments of principal and interest \_\_\_\_\_day of\_\_\_\_ June beginning on the \_ \_day of each month thereafter until the principal and interest are fully paid; lst continuing on the 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 loand 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 of lot of land with the buildings and improvements thereon, lying and being at the northwesterly intersection of Covington Road and Trinity Way, near the City of Greenville, S.C., being known and designated as Lot No. 84 on plat entitled "Revision of Sec. I, IA, & II of Northwood Hills" as recorded in the R.M.C. Office for Greenville County, S.C., in Plat Book QQ, Page 156, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwesterly side of Trinity Way, said pin being the joint front corner of Lots 84 and 85 and running thence with the northwesterly side of Trinity Way S. 23-00 W. 135 feet to an iron pin; thence on a curve the chord of which is S. 59-20 W. 40.6 feet to an iron pin, the joint front corner of Lots 83 and 84; thence with the common line of said lots N. 30-01 W. 251.8 feet to an iron pin, the joint corner of Lots 83 and 84; thence N. 55-18 E. 80 feet to an iron pin, the joint rear corner of Lots 84 and 85; thence with the common line of said lots S. 51-16 E. 189.6 feet to an iron pin, the point of beginning.

THIS is the same property conveyed to the mortgagors herein by deed of Robert W. Stewart, Jr. and Nancy J. Stewart recorded in the R.M.C. Office for Greenville County, S.C. on April 2, 1973, in Deed Volumn 971 at Page 601.

THIS mortgage is second and junior in lien to that mortgage given in favor of Cameron Brown Company in the original amount of \$37,000.00 recorded on April 2, 1973, in the R.M.C. Office for Greenville County, South Carolina, in Mortgage Book 1271 at Page 383.

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, improvments, 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 goors, awnings, stoves and water heater (all of which are declared to be a part of said real estate whether physically gitached 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 gremises 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 Reliver 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.

ALTEN WITH THE

FUMC 183 (Rev. 6-83) S.C. Variable