FIRST UNION MORTGAGE CORPORATION CONS-14 CHARLOTTE, NORTH CAROLINA STATE OF SOUTH CAROLINA 2 1 1 2 5 0 COUNTY OF GREENVILLE MORTGAGE OF REAL PROPERTY THE NOTE SECURED BY THIS MORTGAGE CONTAINS PROVISIONS FOR AN ADJUSTABLE INTEREST RATE £8 [[[_day of 26th: - 1 THIS MORTGAGE made this_ April among JAMES STEVE MORGAN AND KATHY DIANNE MORGAN _ (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 herewithin the principal sum of Thirteen Thousand Eight Hundred and no/100 13,800.00), with interest thereon, providing for monthly installments of principal and interest . 19 84 and beginning on the. lst day of each month thereafter until the principal and interest are fully paid; 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 piece, parcel or strip of land situate, lying and being in Greenville County, South Carolina, being shown and designated as a portion of Lot # 3, Rainbow Drive, Monaview Subdivision, and according to a plat prepared by C. O. Riddle, dated November 5, 1974, and recorded in the R.M.C. Office for Greenville County in Plat Book 5 I at Page 124, having the following metes and bounds, to-wit: BEGINNING at an iron pin on the northwestern side of Rainbow Drive at the joint front corner of Lots #3 and #4, said iron pin being 210 feet from the intersection of Rainbow Drive and Monaview Court and running thence N. 7-46 W., 55.15 feet to an iron pin; thence N. 7-12 W. 89.75 feet to an iron pin in the rear line of Lot #32; thence turning and running S. 78-19 W. 65 feet to an iron pin at the joint rear corner of Lots # 2 & #3; thence turning and running along the common line of said Lots S. 3-15 E. 140 feet to an iron pin; thence running along Rainbow Drive N. 82-55 E. 75 feet to the beginning point. LESS HOWEVER, that parcel of land heretofore conveyed by the Grantor to Robert F. Sutton and Louise B. Sutton recorded December 29, 1983 in Deed Book 1203 at Page 378. Derivation: Deed Book 1211, Page 298 - Hollis W. Cantrell, Jr., 4/26/84 TAX6

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, rentilation or other services, and also together with any screens, window shades, storm doors and windows, screen poors, awnings, stoves and water heater (all of which are declared to be a part of said real estate whether physically nattached 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 hand defend title to the premises against the lawful claims of all persons whomsoever.

MORTGAGOR COVENANTS with Mortgagee, its heirs, successors and assigns as follows:

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- 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 comunicipal 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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and the property of