

COUNTY OF Greenville)

MORTGAGE OF REAL PROPERTY

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

THIS MORTGAGE made this 31st day of August, 1984
among James D. Bennett, Jr and Mary Ann Bennett (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 Fourteen Thousand Five Hundred & No/100 Dollars (\$ 14,500.00), with interest thereon, providing for monthly installments of principal and interest beginning on the 1st day of October, 1984 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 in Greenville County, South Carolina:

ALL that piece, parcel or lot of land, together with all buildings and improvements thereon, situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, at the southeasterly corner of the intersection of Brookside Way and Marshall Court, known as a part of the property of Sue C. Ashmore, as shown on a plat prepared by Dalton & Neves, Engineers, recorded in the RMC Office for Greenville County in Plat Book 00 at Page 281, and being further shown on a more recent plat by Freeland & Associates, dated May 31, 1984, entitled "Property of James D. Bennett, Jr. and Mary Ann Bennett", recorded in the RMC Office for Greenville County in Plat Book 10-R at Page 53, and having, according to said latter plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern edge of Brookside Way at the joint front corner with property now or formerly belonging to J. D. Ashmore, Jr., and running thence along the common line of said lots, S. 25-30 E. 199.61 feet to an iron pin; thence turning and running S. 70-10 W. 85.70 feet to an iron pin on the eastern edge of Marshall Court; thence running along the eastern edge of Marshall Court, N. 23-51 W. 200.0 feet to an iron pin at the southeasterly intersection of Marshall Court and Brookside Way; thence running along the southern edge of Brookside Way, N. 70-47 E. 80.01 feet to an iron pin, the point of beginning.

This is the same property conveyed to the mortgagors herein by deeds of William B. Long, Jr. and Shields K. Long (now Shields K. Warren), recorded in Greenville County Deed Book 1214 at Page 216 and in Greenville County Deed Book 1214 at Page 214, respectively.

This is a second mortgage, junior in lien to that mortgage from the mortgagors herein to American Federal Bank, F.S.B., dated May 31, 1984, and recorded June 1, 1984, in Greenville County Mortgage Volume 1665 at Page 899.

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, 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.