mong <u>DeLottie W. Sane</u> (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 <u>Five Thousand and No/100-----</u> (\$ 5,000,00----), the final payment of which is due on <u>June 15</u> 19 <u>92</u>, together with interest thereon as provided in said Note, the complete provisions whereof are incorporated herein by reference;

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:

ALL that certain piece, parcel or lot of land with all improvements thereon or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville near Ware Place, and being shown on a plat for Stephen E. Sane and DeLottie W. Sane, by W. R. Williams, Jr., RLS, dated July 14, 1973, and having, according to said plat, the metes and bounds as follows:

BEGINNING at an iron pin on the northern side of S. C. Highway No. 8, said iron pin being situate approximately 1,200 feet more or less from a county road and running thence N. 18-05 E. 434 feet, more or less, to an iron pin; thence S. 68-31 E. 156 feet to an iron pin; thence along a new cut road, said road being parallel to Thurston, S. 9-02 W. 439.5 feet to an iron pin on the northern edge of S. C. Highway No. 8; thence along the edge of said highway, N. 69-39 W. 225 feet to an iron pin, the point of beginning.

This is the same property conveyed to the mortgagor herein by deed of Stephen E. Same, dated January 12, 1978, recorded in the RMC Office for Greenville County, S. C. on January 18, 1978 in Deed Volume 1072 at Page 96.

This mortgage is second and junior in lien to that mortgage given in favor of Saluda Valley Federal Savings & Loan Association in the original amount of \$17,200.00, which mortgage was recorded in the RMC Office for Greenville County, S. C. on August 21, 1973 in Mortgage Volume 1288 at Page 499.

Together with all and singular the rights, members, hereditaments and appulationes 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 heaters (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. Mortgator shall make timely payments of principal and interest on the above mentioned Note and any Note(s) secured by lien(s) having priority over Mortgagee's within described lien in the amounts, in the manner and at the places set forth therein. This mortgage secures payment of said Mortgagee's note according to its terms, which are incorporated herein by reference.
- 2. TAXES. Mortgagor will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made herein before, and in default thereof the mortgagee may pay the same; and will promptly deliver the official receipts therefor to the mortgagee. If the mortgagor fails to make any payments provided for in this section or any other payments for taxes, assessments, or the like, then, the entire amount of the debt secured, or intended to be secured, shall forthwith become due, at the option of said mortgagee.

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