

Charlotte, NC 28288

S. C.

BOOK 1571 PAGE 818

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

PM '82

WISLEY MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 2nd day of June, 19 82,  
among James E. Smith and Carol T. Smith (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  
Twenty-Four Thousand and No/100 (\$ 24,000.00), the final payment of which  
is due on June 15 19 92, 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:

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 in the State of South Carolina, County of Greenville,  
near the City of Greenville at the intersection of West Parker Road and Almena Street  
being shown and designated as Lot 9 of Block B on a plat of Hughes Heights Subdivision  
prepared by Pickell & Pickell dated February 28, 1955 recorded in the RMC Office for  
Greenville County in Plat Book GG at Page 123 and being described according to said plat  
more particularly to-wit:

BEGINNING at an iron pin on the southern side of West Parker Road at the joint front  
corner of Lots 8 and 9 and running thence with the common line of said Lots S. 26-26 W  
163.2 feet to an iron pin at the joint rear corner of said Lots; thence along the rear  
line of Lot 9 N 58-24 W 105.6 feet to an iron pin on the eastern side of Almena Street;  
thence along said Street N. 37-33 E 130.9 feet to an iron pin at the intersection of  
West Parker Road and Almena Street; thence with curve of Almena Street (the chord of  
which is N 77-00 E) 38.1 feet to an iron pin on West Parker Road; thence along West  
Parker Road S 63-34 E 50.4 feet to an iron pin, the point of beginning.

THIS is the same property conveyed to the mortgagors herein by deed of Charles W. Scott  
and Evelyn Alexander Scott which deed was recorded in the RMC Office for Greenville  
County in Deed Volume 960 at Page 131 on November 9, 1972.

THIS mortgage is second and junior in lien to that mortgage given in favor of Fidelity  
Federal Savings & Loan Association (now American Federal Savings & Loan Association)  
which mortgage was recorded in the RMC Office for Greenville County in Mortgage Volume  
1256 at Page 475 on November 9, 1972 in the original amount of \$28,800.00.

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 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. Mortgagor 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 mort-  
gagee 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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