FIRST UNION MORTGAGE CORPORATION, CONS-14, CHARLOTTE, N. C. 28288 STATE OF SOUTH CAROLINA Greenville MORTGAGE OF REAL PROPERTY COUNTY OF. THE NOTE SECURED BY THIS MORTGAGE CONTAINS PROVISIONS FOR AN ADJUSTABLE INTEREST RATE 25th 257 PH Buy of July , 19 84 , THIS MORTGAGE made this_ Gene S. Berry and Caryn 02 Berry _ (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 Eighteen Thousand and No 100-----18,000.00), with interest thereon, providing for monthly installments of principal and interest _day of ___September beginning on the ... __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 certain piece, parcel or lot of land, situate, lying and being in the State of South Carolina, in the County of Greenville, in the City of Greenville, on Carmel Street, being shown and designated as Lot 74 of Block D, University Heights as shown on a plat of which is recorded in the RMC Office for Greenville County, South Carolina, in Plat Book BB, Page 21, and according to said plat, has the following metes and bounds, to-wit: BEGINNING at an iron pin at the southwestern intersection of Corrine Drive and Carmel Street and running thence with Carmel Street, S 62-05 W 110.9 feet to an iron pin, corner of Lot 75; thence with the line of said Lot S 31-13 E 190.3 feet to an iron pin in the rear line of Lot 52; thence with the rear line of said Lot, and Lot 53, N 50-37 E, 110.3 feet to an iron pin in the western side of Corrine Drive; thence with said Drive, N 31-13 W 185 feet to the point of beginning. DERIVATION: This being the same property conveyed to Mortgagors herein by deed of Ralph Roberts as recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 998, Page 123, on May 1, 1974. This mortgage is junior and second in lien to that certain note and mortgage given to Fidelity Federal Savings and Loan Association (now American Federal Bank F.S.B) as recorded in the RMC Office for Greenville County, South Carolina, in Mortgage Book 1308, Page 821, on May 1, 1974. ISTATO OF SOUTH CAPOLINA DOCUMENTARY TAX COMMISSION I STAMP. JUL 25 EA TAX Together with all and singular the rights, members, hereditaments and appurtenances to said premises belong-

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 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.

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