

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

1446 238

MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 23th day of September, 19 78,
among Timothy J. Cotter & Mary E. Cotter (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
Ten Thousand and No/100----- (\$ 10,000.00), the final payment of which
is due on October 15, 19 88, 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 situate, lying and being in Green-
ville County, South Carolina, on the southwestern side of Knollwood Drive,
and being known and designated as Lot No. 2 on a plat of "Property of
Donald E. Baltz" recorded in the RMC Office for Greenville County, South
Carolina, in Plat Book 4N at Page 59, and having according to said plat,
the following metes and bounds:

BEGINNING at a point on the southwestern edge of Knollwood Drive, at the
joint front corner of Lots 2 and 3, and running thence along a line of Lot
3, S. 25-20 W. 198.2 feet to a point; thence along a line of Wilkins Norwood
property N. 65-55 W. 134.2 feet to a point; thence along a line of Lot 1,
N. 25-20 E. 199.7 feet to a point on the southwestern edge of Knollwood
Drive; thence along the southwestern edge of Knollwood Drive S. 64-40 E.
109.2 feet to a point; thence continuing along the southwestern edge of
Knollwood Drive S. 62-24 E. 25 feet to the beginning corner.

THIS is the same property conveyed to the mortgagors herein by deed of
William T. McCuen and Gail R. McCuen as recorded in the RMC Office for
Greenville County, S.C. in Deed Book 1089 at Page 229, on October
4, 1978.

THIS property is subject to any recorded restrictions, easements or rights of way, or
those shown on the ground including a 25 ft. easement on the southeast side of this lot
for the purpose of a future street and to the roadway shown on said plat above referred
to and to the drainage easement running across said lot.

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 in the amounts, in the manner and at the place set forth therein. This Mortgage secures payment
of said Note according to its terms, which are incorporated herein by reference.

2. TAXES. Mortgagor shall pay all taxes, charges and assessments which may become a lien upon the
premises hereby conveyed before any penalty or interest accrues thereon and shall promptly deliver to
Mortgagee (at its request) official receipts evidencing payment thereof. In the event of the passage after the date
of this Mortgage of any law imposing a federal, state or local tax upon Mortgage or debts secured thereby, the
whole principal sum (together with interest) secured by this Mortgage shall, at the option of Mortgagee, its
successors and assigns, without notice become immediately due and payable.