

37 Villa Road, Greenville, SC 29615
STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

BOOK 1491 PAGE 397

DEC 17 10 58 AM '79
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 14th day of December, 1979, among Thomas Dale Shafer and Jean Marie Shafer (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 Thousand and No/100*** (\$ 20,000.00----), the final payment of which is due on December 15 19 89, together with interest thereon as provided in said Note, the complete provisions whereof are incorporated herein by reference;

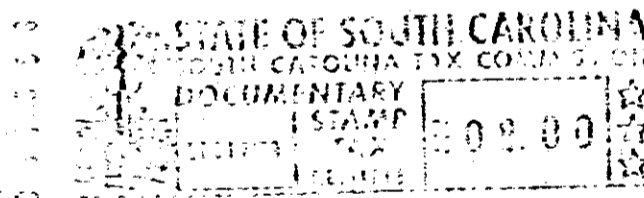
AND WHEREAS, to induce the making of said loan, Mortgagor has agreed to secure said debt and interest thereon (together with any future advances) and to secure the performance of the undertakings prescribed in the Note and this Mortgage by the conveyance of the premises hereinafter described:

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 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, being known and designated as Lot No. 86 on a plat of Pine Brook Forest Subdivision according to a plat prepared by Charles K. Dunn, Surveyor, said plat being recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 4X at Pages 48 and 49, reference to which said plat is hereby craved for a metes and bounds description thereof.

This being the same property conveyed to the mortgagors herein by deed of Foothills Delta P, Inc. dated February 5, 1976 and recorded in the R.M.C. Office for Greenville County, South Carolina on February 9, 1976 in Deeds Book 1031 at Page 357.

This mortgage is second and junior in lien to that mortgage given by mortgagors herein to Fidelity Federal Savings and Loan Association in the original amount of \$32,000 recorded in the R.M.C. Office for Greenville County, South Carolina on February 9, 1976 in Mortgages Book 1359 at Page 889.



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.