

THIS MORTGAGE made this 14th JULY day of July, 1981, among James R. Cooley the same as James R. Colley (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 Two Thousand Five Hundred and No/100----- (\$ 2,500.00---), the final payment of which is due on August 15 19 86, 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:

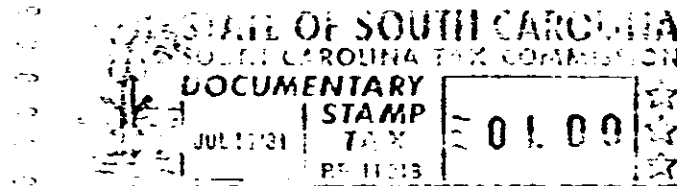
NOW, THEREFORE, in consideration of the aforesaid loan and the sum of Three Dollars (\$3.00) cash in hand paid to Mortgagor, the receipt of which is hereby acknowledged, Mortgagor hereby grants, sells, conveys, assigns and releases to Mortgagee, its successors and assigns, the following described premises located in GREENVILLE County, South Carolina:

ALL that certain piece, parcel or lot of land in Greenville County, State of South Carolina, situate on the Northeast side of the County road leading from Augusta Road to Fork Shoals Road, containing .86 acre as shown on plat of property of George Arnold made by C. O. Riddle, February, 1958, and having according to said plat the following metes and bounds:

BEGINNING at a point in the center of first mentioned County road at the corner of the lot containing .50 of an acre and running thence with the center of the County road, N. 48-16 W. 82 feet to pin; thence N. 33-44 E. 420.4 feet to an iron pin in the line of tract containing 2.23 acre; thence with the line of said tract, N. 81-41 E. 109.35 feet to an iron pin; thence S. 44 W. 505.1 feet to the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of Odie Cooley and Eloise Cooley recorded in the RMC Office for Greenville County, South Carolina on October 14, 1968 in Deed Volume 854 at Page 44.

This mortgage is second and junior in lien to that mortgage given in favor of Cameron Brown Company in the original amount of \$13,400.00 recorded in the RMC Office for Greenville County, South Carolina, on December 3, 1969 in Mortgages Book 1143 at Page 141.



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 other Note obligations of mortgagor which are secured by Liens which have priority over the Note obligation herewith secured 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 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 mortgagor 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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