

STATE OF SOUTH CAROLINA )

COUNTY OF Greenville )

GR: FILED

MORTGAGE OF REAL PROPERTY

S. C.

THIS MORTGAGE made this 4th day of March, 1982, among Michael A. Haas & Marilyn Haas (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 March 15, 1992, 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, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as part of Lot No. 11 of the Mrs. M. C. Ayers Estate property as shown on a plat of property by R. K. Campbell, R.S., dated June 9, 1960, revised November 1, 1960, revised plat record in the R. M. C. Office for Greenville County in Plat Book SSS, at page 108 and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Lick Creek Lane which pin is N. 65-30 E. 150 Feet from the joint front corner of Lots Nos. 9 and 11 as shown on said revised plat; and running thence from said iron pin with the northern side of Lick Creek Lane, N. 65-30 E. 146 feet to an iron pin; thence N. 24-30 W. 200 feet to an iron pin; thence S. 65-30 E. 48 feet to an iron pin; thence N. 24-30 W. 251.6 feet to an iron pin; thence S. 65-30 W. 245 feet to iron pin the joint rear corner of Lots Nos. 9 and 11; thence with the joint line of said lots S. 24-30 E. 51 feet to the northern property line of the lot shown by plat prepared for J. L. Cannon by Campbell and Larkson July 15, 1968 recorded in Plat Book SSS, at page 103; thence with the property line of said last mentioned property S. 24-30 E. 400.6 feet to the beginning corner.

This being the same property conveyed to the grantors by deed of Ronald F. Hice, Jr. and Zelda L. Hice dated August 11, 1972 recorded in the RMC Office for Greenville County on August 14, 1972 in Vol. 951 at Page 578. This mortgage is junior and second in lien to that certain mortgage given by Michael H. Haas and Marilyn R. Haas to Fidelity Federal Savings & Loan

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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 mortgagee 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.

in the original amount of \$26,500, recorded in the RMC Office for Greenville County on August 14, 1972 in Mortgage Book 1244 at Page 453.

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