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FIRST UNION MORTGAGE CORPORATION, CHARLOTTE, NORTH CAROLINA 28288 300:1566 E44893 STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE ORE 300. S. C. MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 31 30th 26 PH 82 day of March 19 82, among Eleanor L. Kohlbauchinn North Carolina Corporation (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 25,000.00), the final payment of which is due on April 15. 19 92 , 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 of lot of land situate, lying and being in the State of South Carolina, County of Greenville, within the corporate limits of the City of Greenville, on the west side of White Oak Drive, being shown as the southern portion of Lot 106 on plat of University Heights as recorded in the RMC Office for Greenville County in Plat Book Y, Page 53, and being known and designated as Lot 106-A according to a corrected plat of University Heights as recorded in the RMC Office for Greenville County in Plat Book FF, Page 128, and having according to said corrected plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the west side of White Oak Drive at the joint corner of Lots 106 and 106-A, and running thence with the joint line of said lots, S 84-26 W 190 feet to an iron pin in the line with Lot 105; thence along the line of Lot 105, S 6-13 E 75 feet to an iron pin; thence N 84-28 E 200 feet to an iron pin on the west side of White Oak Drive; thence along White Oak Drive, N 15-44 W 75 feet to the beginning corner.

DERIVATION: This being the same property conveyed to Paul Benjamin Kohlbaugh and Eleanor Litch Kohlbaugh by deed of John C. Canfield as recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 606, Page 145, on September 12, 1958. Thereafter, Paul Benjamin Kohlbaugh died testate leaving as his sole beneficiary Eleanor Litch Kohlbaugh. Reference is made to File 1607, Apartment 22 of the records of the Probate Court for Greenville County, South Carolina.

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. Mortgator 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.