

Charlotte, NC 28288
STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

JUL 15 PM '82

BOOK 1574 PAGE 608

MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 1st day of July, 1982, among ~~David E. McCuen, III and Earle Van Dyke~~ ^{McCuen} (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 Seven Thousand, Two Hundred and No/100----- (\$ 7,200.00-----), the final payment of which is due on July 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 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, City of Greenville and being shown as Lot No. 100 on Plat 2 of Sunset Hills, said plat recorded in the RMC Office for Greenville County, South Carolina in Plat Book B at Page 18 and having, according to a more recent survey by R. W. Dalton dated August, 1959, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeast side of Waccamaw Circle at the joint front corner of Lots 99 and 100 and running thence with the line of Lot No. 99 N. 48-50 E. 175 feet to an iron pin; thence S. 41-10 E. 75 feet to an iron pin on Waccamaw Avenue; thence with Waccamaw Avenue S. 48-50 W. 175 feet to an iron pin on Waccamaw Circle; thence with Waccamaw Circle N. 41-10 W. 75 feet to the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of Robert E. Henry, II and Ruth Henry which deed was recorded in the RMC Office for Greenville County in Deed Volume 1037 at Page 254 dated June 1, 1976.

This mortgage is second and junior in lien to that mortgage given in favor of Fidelity Federal Savings & Loan Association (now American Federal Savings & Loan Association) recorded in the RMC Office for Greenville County in Mortgage Volume 1369 at Page 33 on June 1, 1976 in the original amount of \$29,450.00.

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.