

FILED  
SEP 2 3 43 PM '82  
DONNIE S. TANKERSLEY  
R.M.C.

THIS MORTGAGE made this 1st day of September, 1982, among DUFFIE DEVELOPMENT, INC. (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 Fifteen Thousand and No/100----- (\$ 15,000.00), the final payment of which is due on September 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 just north of Parkins Mill Road, and facing on Maple Creek Circle, and being described more particularly as follows:

BEGINNING at a point 281.3 feet N. 5-01 W. from the northeastern corner of the intersection of Maple Creek Circle and Parkins Mill Road and running thence with the edge of Maple Creek Circle N. 5-01 E. 140.4 feet to an iron pin; thence N. 84-30 E. 159.8 feet to an iron pin; thence S. 5-05 E. 139.8 feet to an iron pin at the joint rear corner of property now or formerly belonging to Robert E. Mohon and Helen F. Mohon; thence with the joint line S. 84-45 W. 159.9 feet to an iron pin on Maple Creek Circle, the point of beginning.

This being a portion of the property conveyed to the Mortgagor by deed of C. L. Duffie recorded in the RMC Office for Greenville County, S.C., in Deed Book 896 at Page 479 on August 20, 1970.

The above-described property is subject to the non-exclusive right-of-way or easement conveyed to C. L. Duffie by Joseph B. Stevens by Title to Real Estate dated August 19, 1969, and recorded August 20, 1969, in Deed Book 874 at Page 248, RMC Office for Greenville County, S.C.

This is a second mortgage.

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.

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