

MORTGAGE OF REAL PROPERTY

THE NOTE SECURED BY THIS MORTGAGE CONTAINS PROVISIONS FOR AN ADJUSTABLE INTEREST RATE

THIS MORTGAGE made this 16th day of March, 1983

among Donald H. Rex, Jr. & Patricia M. Rex (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 Dollars (\$ 15,000.00), with interest thereon, providing for monthly installments of principal and interest beginning on the 15th day of April, 1983 and continuing on the 15th day of each month thereafter until the principal and interest are fully paid;

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 Greenville County, South Carolina:

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 212 of a subdivision known as Pebble Creek, Phase I, as shown on plat thereof being recorded in the RMC Office for Greenville County in Plat Book 5-D at Page 1-5 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of Kindlin Way at the beginning of its intersection with Pebble Creek Drive and running thence with the northwestern side of Kindlin Way, S. 53-01 W. 75 feet to an iron pin; thence N. 44-38 W. 181.62 feet to an iron pin at the line of a right-of-way in favor of Duke Power Company; thence with said right-of-way line, N. 53-01 E. 175 feet to an iron pin on the southwestern side of Pebble Creek Drive; thence with said drive, S. 20-35 E. 157.4 feet to an iron pin; thence continuing with Pebble Creek Drive as it intersects with Kindlin Way, S. 10-21 W. 42.8 feet to the point of BEGINNING.

This is the same property conveyed to the Mortgagor herein by deed of Pebblepart, Ltd., a South Carolina Limited Partnership, recorded in the Office of the RMC for Greenville County on October 18, 1977, in Deed Book 1066 at Page 958.

This mortgage is second and junior in lien to that certain mortgage given by the Mortgagors to Carolina Federal Savings and Loan Association on March 28, 1978, in the original amount of \$62,000.00 in Mortgage Book 1426 at Page 924, RMC Office for Greenville County.

Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in anywise incident or appertaining. Including buy 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 heater (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 all payments required by any note(s) secured by lien(s) having priority over Mortgagee's within described lien or by any prior mortgage(s) in the amounts, in the manner and at the places 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 and sewer charges, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts thereof to the Mortgagee upon demand; and in default thereof the Mortgagee may pay the same and add the amount of such payment(s) to the principal indebtedness due Mortgagee, and the same shall be repaid by Mortgagor with interest at the then prevailing note rate upon demand.

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