

Charlotte, NC 28288  
STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

APR 11 10 51 AM '83  
DONNIE S. THOMAS  
R.H.C.

BOOK 1601 PAGE 651  
MORTGAGE OF REAL PROPERTY

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

THIS MORTGAGE made this 8th day of April 19 83  
among T. Preston Rochester and Carol H. Rochester (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 Dollars (\$ 15,000.00 ), with interest thereon, providing for monthly installments of principal and interest beginning on the 15th day of May 19 83 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 lot of land in the State of South Carolina, County of Greenville, on the northern side of Heathwood Drive, being known and designated as Lot No. 162 on a Plat of Colonial Hills, Section No. 4, made by Piedmont Engineers and Architects, dated October 20, 1967 and recorded in the RMC Office for Greenville County in Plat Book WW at Page 3 and having such metes and bounds as appear by reference to said plat.

This is the same property conveyed to the mortgagors herein by deed of Hubert C. Moon, Jr. and Gail S. Moon which deed was recorded in the RMC for Greenville County in Deed Book 1092 at Page 771 on November 30, 1978.

This mortgage is second and junior in lien to that mortgage given in favor of The Bank of Greer, Greer, South Carolina which mortgage was recorded in the RMC for Greenville County in Mortgage Book 1451 at Page 583 on November 30, 1978 in the original amount of \$37,000.00.

STATE OF SOUTH CAROLINA  
RECORDED  
APR 11 1983  
\$ 6 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 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.