

APR 25 1 07 PM '83
DONNIE S. JACKSON
R.M.C.

MORTGAGE OF REAL PROPERTY

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

THIS MORTGAGE made this 22 day of April, 1983
among Ian M. and Ann J. Fraser (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 Four Thousand Five Hundred Dollars (\$ 4,500.00), with interest thereon, providing for monthly installments of principal and interest beginning on the 25th day of May, 1983 and continuing on the 25th 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 situate on the southeastern side of Holly Park Lane in the

County of Greenville, State of South Carolina being shown as the major portion of Lot 117 and part Lot 116 on a plat of Holly Tree Plantation, Phase II, Section III-B, recorded in Plat Book 6-H at page 41 in the RMC Office for Greenville County and also being shown on a plat of property of Ian M. Fraser and Ann Fraser dated April 8, 1980, prepared by Freeland & Associates, Surveyors, recorded in Plat Book 7Z at page 9 in the RMC Office for Greenville County and having, according to said latter plat, the following metes and bounds, to-wit: BEGINNING at an iron pin on the southeastern side of Holly Park Lane at the joint front corner of Lot 116 and Lot 117 and running thence with a new line through Lot 116 S 20-53 E 184. 21 feet to an iron pin; thence S. 40-22 W 150 feet to an iron pin; thence N. 47-00 W 160 feet to an iron pin; thence N 4-52 W. 60 feet to an iron pin; thence with the new line through Lot 117 N. 52-29 E 100.32 feet to an iron pin; thence N. 19-52 E 93.6 feet to an iron pin on Holly Park Lane; thence with said lane S. 39-04 E. 30 feet to an iron pin; thence still with said land S 70-05 E. 25 feet to the point of beginning.

This being the same property conveyed to the Mortgagors herein by deed of Frankline Enterprises, Inc. dated April 15, 1980, recorded in the RMC Office for Greenville County, S. C. April 15, 1980 in Deed Volume 1123 at page 938.

This mortgage is second and junior in lien to that mortgage given to First Federal Savings & Loan Association recorded in the RMC Office for Greenville County April 15, 1980 in Mortgage Book 1500 at page 734.

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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.