

Charlotte, NC 28283

STATE OF SOUTH CAROLINA)

FILED GREENVILLE CO. S. C.

VOL 1031 PAGE 450

COUNTY OF GREENVILLE)

NOV 11 11 55 AM '83

MORTGAGE OF REAL PROPERTY

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

THIS MORTGAGE made this 7th day of November, 1983, among Grady M. Spivey, Jr. and Janice W. Spivey (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 ~~seventeen thousand~~ Dollars (\$17,500.00), with interest thereon, providing for monthly installments of principal and interest beginning on the 15th day of December, 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 in Greenville County, South Carolina:

ALL that certain piece, parcel or tract of land situate in the County of Greenville, State of South Carolina, on the eastern side of Hudson Road and containing four (4) acres, more or less, as shown on two plats prepared by Campbell & Clarkson, dated February 23, 1977 for Gerald T. Tate and Lucile Tate and having, according to said plats, the following metes and bounds, to-wit:

BEGINNING at a nail and cap in the center of Hudson Road at a point located approximately 465 feet south from Old Spartanburg Road at corner of property of Lucile Tate and running thence S. 78-52 E. 408.66 feet to an iron pin; thence S. 11-15 W. 446.4 feet to an iron pin; thence N. 78-45 W. 388.7 feet to a nail and cap in the center of Hudson Road; thence along the center of Hudson Road as follows: N. 17-25 E. 34.1 feet to a nail and cap, N. 13-15 E. 100 feet to a nail and cap; N. 6-40 E. 252 feet to a nail and cap, and N. 4-45 E. 61 feet to a nail and cap, the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of Gerald T. Tate dated February 25, 1977 and recorded in the RMC Office for Greenville County on February 25, 1977 in Deed Volume 1051 at Page 710 and deed of Frank P. McGowan, Master in Equity, dated February 25, 1977 and recorded in the RMC Office for Greenville County on February 25, 1977 in Deed Volume 1051 at Page 710.

This mortgage is second and junior in lien to that mortgage given in favor of First Federal Savings and Loan Association in the original amount of \$27,000.00 recorded in the RMC Office for Greenville County in Mortgage Book 1390 at Page 250.

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.

RECORDED IN GREENVILLE COUNTY SOUTH CAROLINA NOV 11 1983 TAX STAMP 0700

400 8 1801

9459

4328-172