

Charlotte, NC 28288  
STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

1636-264  
MORTGAGE OF REAL PROPERTY

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

THIS MORTGAGE made this 18th day of November, 1983, among James E. Smith and Carol T. Smith (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 Twenty-Four Thousand Dollars (\$24,000.00), with interest thereon, providing for monthly installments of principal and interest beginning on the 25th day of December, 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 in Greenville County, South Carolina:

ALL that piece, parcel or lot of land in the State of South Carolina, County of Greenville, near the City of Greenville at the intersection of West Parker Road and Almena Street being shown and designated as Lot 9 of Block B on a plat of Hughes Heights Subdivision prepared by Pickell & Pickell dated February 28, 1955 recorded in the RMC Office for Greenville County in Plat Book GG at Page 123 and being described according to said plat more particularly, to-wit:

BEGINNING at an iron pin on the southern side of West Parker Road at the joint front corner of Lots 3 and 9 and running thence with the common line of said Lots S 26-26 W 163.2 feet to an iron pin at the joint rear corner of said Lots; thence along the rear line of Lot 9 N 58-24 W 105.6 feet to an iron pin on the eastern side of Almena Street; thence along said Street N 37-33 E 130.9 feet to an iron pin at the intersection of West Parker Road and Almena Street; thence with curve of Almena Street (the chord of which is N 77-00 E) 38.1 feet to an iron pin on West Parker Road; thence along West Parker Road S 63-34 E 50.4 feet to an iron pin, the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of Charles W. Scott and Evelyn Alexander Scott which deed was recorded in the RMC for Greenville County in Deed Volume 960 at Page 131 on November 9, 1972.

This mortgage is second and junior in lien to that mortgage given in favor of Fidelity Federal Savings and Loan Association (now American Federal Savings and Loan Association) in the original amount of \$28,800.00 which mortgage was recorded in the RMC for Greenville County in Mortgage Book 1256 at Page 475 on November 9, 1972.

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.

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