

COUNTY OF GREENVILLE)

MORTGAGE OF REAL PROPERTY

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

THIS MORTGAGE made this 5th day of December, 1983, among ROSA W. SPEARMAN (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 Five Thousand Two Hundred and no/100 Dollars (\$ 5,200.00), with interest thereon, providing for monthly installments of principal and interest beginning on the 15th day of January, 1984 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 piece, parcel or tract of land, together with the buildings and improvements thereon, situate, lying and being in Fairview Township, Greenville County, South Carolina, containing 9.64 acres, more or less, in accordance with revised plat dated October 9, 1975 made by J.W. Eaton, Jr., R.L.S., and being more fully described in accordance with said plat, to-wit:

BEGINNING at a point on the eastern side of Fairview Road near the intersection of Harrison Bridge Road and being 25 feet northeast of an iron pin and thence running S. 75-20 E., 804.4 feet to an iron pin near creek; thence along the meanders of said creek to wit: S. 14-40 W., 71 feet to an iron pin; S. 8-32-W., 119.8 feet to an iron pin; S. 28-10 W., 155.0 feet to an iron pin; S. 8-20 W., 185.4 feet to property corner; thence turning and running N. 75-20 W., 801.0 feet to a point on the eastern side of Fairview Road; thence turning and running N. 14-40 E., 525.0 feet along Fairview Road to the point of beginning.

THIS BEING the same property conveyed to William E. Spearman, Jr., and Rosa W. Spearman by deed of Larry A. Coker, Jr., and Joan G. Coker dated March 20, 1981, recorded March 23, 1981 in Deed Volume 1144, Page 775.

William E. Spearman, Jr. conveyed his one-half (1/2) interest in said property by deed recorded October 31, 1983 in Deed Volume 1199, Page 586.

THIS mortgage is second and junior in lien to mortgage in favor of Heritage Federal Savings and Loan, Association in original amount of \$50,000.00 recorded October 31, 1983 in Mortgage Book 1633, Page 348.

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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