

R.M.C. SHELLEY

COUNTY OF GREENVILLE)
MORTGAGE OF REAL PROPERTY

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

THIS MORTGAGE made this 9th day of December, 1983, among Gary C. and Vonda S. Skeiton (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 Eighteen Thousand- Five Hundred Dollars (\$18,500.00), 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 situate, lying and being in the State of South Carolina, County of Greenville, lying north of McKinney Road containing 9.36 acres and having according to a survey prepared for Ken Patterson by C.O. Riddle, R.L.S., dated April 5, 1977, being recorded in the R.M.C. Office for Greenville County in Plat Book 6-E, at Page 99, the following metes and bounds, to-wit:

BEGINNING at a spike in the center of McKinney Road at the corner of property now or formerly owned by Alvin and Florida Sullivan and running thence with the center of McKinney Road S. 41-02 E. 15.55 feet to an iron pin; thence continuing with said road S. 33-01 E. 20.63 feet to a nail and cap at the corner of the Arthur D. Fleming estate and running thence N. 5-13 E. 420.6 feet to an iron pin; thence N. 5-31 E. 335.6 feet to an iron pin thence; N. 68-15 E. 862.2 feet to an iron pin at the corner of Earl T. Baughman property; thence with his line and continuing with the line of property of Gordon W. and Mary W. Kay, N. 46-44 W. 207.44 feet to an old iron pin; thence N. 49-06 W. 767.56 feet to an old iron pin in the line of Archie M. Thackston property; thence with the line of said property and property of Estelle Knight S. 5-33 W. 1302.3 feet to an iron pin; thence with the line of property of Alvin and Florida Sullivan S. 5-13 W. 393.6 feet to a spike in McKinney Road, the POINT OF BEGINNING; less 0.51 acres deeded by Grantors to Samuel J. Poole and Linda H. Poole, September 22, 1978, see Deed Book 1088, Page 818.

THIS being the same property conveyed to mortgagors herein by deed of Kenneth R. Patterson and Mary Joan Patterson dated June 25, 1981 recorded June 25, 1981 in Deed Volume 1150 at Page 592.

THIS mortgage is second and junior in lien to mortgage in favor of United Federal Savings and Loan Association in original amount of \$40,806.55, recorded on June 25, 1981 in Mortgage Volume 1345 at Page 227.

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