

COUNTY OF GREENVILLE

MORTGAGE OF REAL PROPERTY

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

THIS MORTGAGE made this Mar 27 ¹¹ March ¹¹ 1984 day of March, 19 84
among RAY C. STILES AND JACKIE R. STILES (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 Thirty-Five Thousand Dollars (\$ 35,000.00), with interest thereon, providing for monthly installments of principal and interest beginning on the 1st day of May, 19 84 and continuing on the 1st 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 lot of land with all improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, and being shown and designated as Lots 10 and 11 on a plat prepared for William G. Gallman made by J. L. Montgomery, III in August, 1982, and recorded in the RMC Office for Greenville County in Plat Book 9-A at Page 60, reference being had to said plat for a more complete metes and bounds description. Lot 10 is composed of 2.03 acres and Lot 11 is composed of 1.51 acres as shown on said plat.

LESS, HOWEVER, that portion of the above described Lots 10 and 11 located within the right-of-way of a 50 foot private road shown on said plat which road abutts the Western and Southern sides of Lot 10 and the Northern side of Lot 11.

ALSO: This conveyance includes an undivided two-elevenths (2/11ths) interest in and to those portions of said 50 foot private road abutting Lots 10 and 11 together with a permanent easement in said 50 foot private road for purposes of ingress and egress to all lots shown on the above mentioned plat which abutts said private road and for the purposes of installing, maintaining and repairing a water line within the right-of-way of said private road. This easement conveyed herein shall run with the land described herein and shall be binding upon the parties hereto and their heirs.

THE above described property is the same acquired by the Mortgagors by deed from Darnell D. Danieley and Mary Ann Danieley dated March 27, 1984, to be recorded herewith.

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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