

Charlotte, NC 28288  
STATE OF SOUTH CAROLINA

GREENVILLE Co. S. C.

COUNTY OF GREENVILLE

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MORTGAGE OF REAL PROPERTY

JOHNNIE S. TANKERSLEY  
R.M.C.

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

THIS MORTGAGE made this 25th day of August, 19 83  
among Billie D. Bates (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, Four Hundred and No/100 Dollars (\$ 17,400.00), with interest thereon, providing for monthly installments of principal and interest beginning on the 25th day of September, 19 83 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:

thence with the Barton line S. 44-15 W. 808 feet to the beginning corner, and containing twenty-two and five-tenths (22.5) acres, more or less.

This is the same property conveyed to the mortgagor herein by deed of Jack M. Bates, Albert R. Bates, Joyce Shellnutt, Dina R. Bates, heirs of D. H. Bates, which deed was recorded in the RMC Office for Greenville County in Deed Volume 1028 at Page 164 on December 5, 1975.

This mortgage is junior in lien to that mortgage given in favor of Blue Ridge Production Credit Association in the amount of \$6,800.00 recorded August 4, 1978

(See back)

Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in anywise incident or appertaining. Including buy 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, 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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RILEY, RILEY, LAWS & STUART  
PAID AND FULLY SATISFIED  
FIRST UNION MORTGAGE CORPORATION  
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