among Timothy J. Cotter and Mary E. Cotter (hereinafter referred to as Mortgagor) and FIRST UNION MORTGAGE CORPORATION, a North Carolina Corporation (hereinafter referred to as Mortgagee):

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 situate, lying and being in Greenville County, South Carolina on the southwestern side of Knollwood Drive, and being known and designated as Lot No. 2 on a plat of "property of Donald E. Baltz" recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 4N at Page 59, and having according to said plat, the following metes and bounds:

BEGINNING at a point on the southwestern edge of Knollwood Drive, at the joint front corner of Lots 2 and 3, and running thence along a line of Lot 3, S. 25-20 W. 198.2 feet to a point; thence along a line of Wilkins Norwood property N. 65-55 W. 134.2 feet to a point; thence along a line of Lot 1, N. 25-20 E. 199.7 feet to a point on the southwestern edge of Knollwood Drive; thence along the southwestern edge of Knollwood Drive S. 64-40 E. 109.2 feet to a point; thence continuing along the southwestern edge of Knollwood Drive S. 62-24 E.25 feet to the beginning corner. This being the same property conveyed to the Mortgagors herein by deed of William T. and Gail R. McCuen October 4, 1978, recorded October 4, 1978 in Deed Volume 1089 at page 229 in the RMC Office for Greenville County, S.C.

This mortgage is second and junior in lien to that mortgage given to First Federal Savings & Loan recorded October 4, 1978 in Mortgage Book 1446 at page 233 in the original amount of \$37,316.13.

Together with all and singular the rights, members, hereditaments and appurtenances to said premises

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 heaters (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 any other Note obligations of mortgagor which are secured by Liens which have priority over the Note obligation herewith secured in the amounts, in the manner and at the place 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 rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made herein before, and in default thereof the mortgagee may pay the same; and will promptly deliver the official receipts therefor to the mortgagee. If the mortgagor fails to make any payments provided for in this section or any other payments for taxes, assessments, or the like, then, the entire amount of the debt secured, or intended to be secured, shall forthwith become due, at the option of said mortgagee.

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