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THIS MORTGAGE (Market Ster day of October , 19 82 , among Bernard Lewis and Ginger H. Thomas (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 Twenty-One Thousand and no/100------ Dollars (\$ 21,000.00), with interest thereon, providing for monthly installments of principal and interest beginning 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:

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.

ALL that certain piece, parcel or lot of land located in the County of Greenville, State of South Carolina, being known and designated as Lot 96 of Orchard Acres, Section 2, according to a plat recorded in the R.M.C. Office for Greenville County in Plat Book BB at page 103 and being more particularly described, according to a plat entitled "Property of Bernard Lewis Thomas and Ginger H. Thomas" by Freeland & Associates, dated May 26, 1976, as follows:

BEGINNING at an iron pin at the joint front corner of Lots 97 and 96 on the eastern side of Watson Road and running thence with the line of Lot 97, N. 80-02 E. 135 feet to an old iron pin; thence S. 73-52 E. 112 feet to an old iron pin, the joint rear corner of Lots 65 and 96; thence S. 11-10 W. 64.8 feet to an old iron pin in the joint rear corner of Lots 96 and 95; thence with the line of Lot 95, S. 80-02 W. 212 feet to a point on the eastern side of Watson Road; thence with Watson Road, N. 9-58 W. 110 feet to an old iron pin, the point of beginning. Being the same property conveyed to the Mortgagors herein by deed of Stanton N. Belmont dated June 14, 1976, recorded June 15, 1976 in Deed Volume 1037 at page 995.

This mortgage is second and junion in lien to that mortgage given to Collateral Investment Company in the original amount of \$33,500.00, recorded June 15, 1976 in Mortgage Book 1370 at page 229.



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 affectes, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, paver, 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, it successors and assigns, forever, for the purposes hereinafter set out and Mortgagor covenants with Mortgagee, it 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 Nortgagor 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 note(s) secured by lien(s) having priority over Mortgagee's within described lien 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 rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, 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 followith become due, at the option of said Mortgagee.

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