MORTGAGE OF REAL PROPERTY

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

THIS MORTGAGE made this 18th 48 day of August 19 83 among Mary C. Werner, Walter James Marver, Robert (hereinalter referred to as Mortgagor) and FIRST UNION MORTGAGE CORPORATION, a North Carolina corporation (hereinalter referred to as Mortgagoe).

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 Tyelve Thousand and no/100 and no/100 and no/100 and no/100 and interest thereon, providing for monthly installments of principal and interest beginning on the 15th day of September 19.83. 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.

ALL that certain piece, parcel or lot of land situate on the southern side of the Old Spartanburg Road in Butler Township, Greenville County, State of South Carolina, being shown and designated as Lot 9 on a plat of Spring Forest recorded in Plat Book XX at Page 126 and having, according to said plat, the following metes and bounds, to-wit:

BEGINAING at an iron pin on the southern side of the Old Spartanburg Road at the joint front corner of Lots 8 and 9 and running thence with the line of Lot 8, S. 26 W. 179 feet to a pin; thence N. 70-13 W. 102 feet to pin; thence with the line of a drainage easement and the line of Lot 10, N. 26-37 E. 179.7 feet to a pin on Old Spartanburg Road; thence with the southern side of said Road, S. 69-57 E. 100 feet to the point of beginning.

This property was conveyed to Henry J. Werner and Mary C. Werner by deed of Margaret B. Trammell dated February 19, 1968 and recorded in the RMC Office for Greenville County, South Carolina on February 19, 1967 in Deed Volume 838 at Page 142. Henry Joseph Werner died intestate on January 10, 1978 as will appear in Apartment 1503, File 12, of the records of the Probate Court for Greenville County, South Carolina leaving as his heirs at law Mary C. Werner, Walter James Werner, Kathleen Arm Epps, and Robert Paul Werner.

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, screen doors, awnings, stores 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 apportenances thereunto belonging to Mortgagee, its successors and assigns, forever, for the purposes hereinalter 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 whomspever

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 is 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 of trips, and other quaeromental or municipal charges, times, or impositions, for which provis in his not time in a terremodelize, and will promptly deliver the official receipts thereof to the Mortgagee upon demand, and in detault thereof the Mortgagee may pay the same and add the amount of such paymentist to the principal indebtedness due Mortgagee, and the same shall be repaid by Mortgagor with interest at the timen prevailing note rate upon demand.

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