First Union Mortgage Corporation, Charlotte, NC 28288 STATE OF SOUTH CAROLINA) FILED COUNTY OF Greenville) CREEK COUNTY OF Greenville MORTGAGE OF REAL PROPERTY DEC & 11 24 AH 182 84 me 830

THIS MORTGAGE made this _18thus_______ TOSYEN _November_ among C. Wayne Davenport and Diane E. Davenport (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 Thirteen Thousand and no/100----- Dollars (\$13,000.00), with interest thereon, providing for monthly installments of principal and interest beginning on the 25 th December 19 82 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 commence of the This being the same property conveyed to the Mortgagors herein by deed of Otta B. Chapman, Jr. dated February 5, 1977, recorded February 7, 1977 in Deed Volume 1050 at page No. 648.

This Mortgage is second and junion in lien to that mortgage given to Colonial Mortgage Conday in the original amount of \$30,900.00, recorded February 7, 1977 in Mortgage Ecok 1383 at page 677. Colonial Mortgage Company Mal Mortgage Mal Mortgage Company Mal Mortgage Company Mal Mortgage Company Ma

Vice President Phillips E Together with all and singularithe 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, of arties, Shetter 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 control of the said real estate whether physically attached thereto or not) said real estate whether physically attached thereto or not).

TO HAVE AND TO HOLD the same with all privileges and appurtenances thereunto belonging to Mortgage its successors and assigns, forever, for the purposes hereinafter set out and Mortgagor covenants with Mortgageen The its successors and assigns, that Mortgagor is seized of, and has the right to convey, the premises in fee simples 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 whomsoevel.

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 abovementioned 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 Torthwith become due, at the option of said Mortgagee.

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