

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

THIS MORTGAGE made this 5th day of December 19 83

among Joseph S. and Susan Z. Provenzano (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 Ten Thousand Two Dollars (\$ 10,200.00) with interest thereon, providing for monthly installments of principal and interest beginning on the 15th day of January 19 84 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

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, with all buildings and improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, located on the southwestern side of Dogwood Drive (also being known as Jordan Drive) being known and designated as Lot No. 11 of Dogwood Hills Subdivision according to a plat recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book QQ at Page 63, and also being shown on a revised plat of Lots Nos. 10 and 11 recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 4-Y at Page 31, and having according to a more recent plat prepared for Ronald D. Ratteree and Mary E. Ratteree by R. S. Bruce, dated March 24, 1977 and recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 6-B at Page 17, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern of Dogwood Drive (Jordan Drive) joint front corner of Lots Nos. 11 and 12, which iron pin lies 580 feet southeast of the intersection of Dogwood Drive, and West Drive; and running thence with the joint line of Lots Nos. 11 and 12, S. 47-20 W. 205.2 feet to an iron pin; thence S. 2-38 W. 144 feet to an iron pin on the northern side of Dogwood Drive; thence S. 78-34 E. 87.6 feet to an iron pin at the corner of Lot No. 10; thence with the line of Lot No. 10, N. 1-02 W. 117.0 feet to an iron pin; thence continuing with the line of Lot No. 10, N. 47-48 E. 158.2 feet to an iron pin on the southwestern side of Dogwood Drive (Jordan Drive); thence with the line of said drive N. 36-05 W. 95.5 feet to the point of beginning.

THIS being the same property conveyed to the Mortgagors by deed of James M. Tremby and Deborah P. Tremby dated February 3, 1981 and recorded in the R.M.C. Office for Greenville County in Deed Book 1101 at Pages 936 through 938 on February 3, 1981.

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 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:

NOTE PAYMENTS Mortgagor shall make the payments of principal and interest on the above described Note and all payments related thereto, when due, as provided in the Note and as required by the Mortgagee. Mortgagor shall also pay all taxes, assessments, and other charges levied on the premises, and shall keep the premises in good repair and in good condition at all times. The Mortgagee shall not be liable for any loss or damage to the premises or any improvements thereon, whether by fire, theft, or any other cause, and the Mortgagee shall not be liable for any loss or damage to the premises or any improvements thereon, whether by fire, theft, or any other cause, and the Mortgagee shall not be liable for any loss or damage to the premises or any improvements thereon, whether by fire, theft, or any other cause.

After Mortgagee has paid the principal and interest on the above described Note and all payments related thereto, as provided in the Note and as required by the Mortgagee, Mortgagor shall have the right to redeem the premises and to reconvey the premises to Mortgagor, its heirs, successors and assigns, upon the payment to Mortgagee of the principal and interest on the above described Note and all payments related thereto, as provided in the Note and as required by the Mortgagee. Mortgagor shall also pay all taxes, assessments, and other charges levied on the premises, and shall keep the premises in good repair and in good condition at all times.

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