

MAIL TO:  
GADDY & DAVENPORT  
P. O. BOX 10267  
GREENVILLE, S. C. 29603

FIRST UNION MORTGAGE CORPORATION, CHARLOTTE, N. C. 28288  
STATE OF SOUTH CAROLINA ) Stephen W. Day  
COUNTY OF Greenville ) III Cherry Lane  
Fountain Inn, SC 29641  
First Union Mortgage  
37 Villa Rd., Suite 400  
Piedmont East  
MORTGAGE OF REAL PROPERTY  
Greenville, SC 29615

THIS MORTGAGE made this 9th day of February, 1982,  
among Stephen W. Day (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  
Twelve Thousand and No/100 (\$ 12,000.00 ), the final payment of which  
is due on February 15, 1992, together with interest thereon as  
provided in said Note, the complete provisions whereof are incorporated herein by reference;

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 within  
the corporate limits of the Town of Fountain Inn, County of  
Greenville, State of South Carolina, being known and designated as Lot  
No. 12, as shown on plat of "Property of W. Shell Thackston" prepared  
by C. O. Riddle, August 24, 1913, and having the following metes and  
bounds, to-wit:

BEGINNING at a point on the South side of Cherry Lane Drive, joint  
corner with Lot No. 11, and running thence with the joint line of Lot  
No. 11, S 47-40 W 159 feet to a point, joint corner with Lots 11, 2,  
and 1; thence with the back joint line of Lot No. 1, N 40-20 W 100.85  
feet to a point, joint back corner with Lot No. 1 and Green Avenue;  
thence along Green Avenue N 47-40 E 159 feet to a point, intersection  
of Green Avenue and Cherry Lane Drive; thence along Cherry Lane Drive  
S 40-20 E 100.85 feet to the point of beginning; and bounded by Lots  
11 and 1, Green Avenue and Cherry Lane Drive.

This being the same property conveyed to Stephen W. Day and Patricia  
C. Day by deed of Henson Real Estate Co., Inc. dated June 20, 1972 and  
recorded in the R.M.C. Office for Greenville County in Deed Book 946  
at Page 555 on June 21, 1972.

THIS IS A SECOND MORTGAGE, junior in lien to that mortgage of Stephen W. Day, et al.  
to United States of America, recorded in Mortgage Book 1238, Page 97 on June 21, 1972 in  
the R.M.C. Office for Greenville County in the original amount of \$18,200.00.

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:

- 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 Mortgagee's note according to its  
terms, which are incorporated herein by reference.
- 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 mort-  
gagee 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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