FIRST UNION MORTGAGE CORPORATION, CHARLOTTE, NORTH CAROLINA 28288 23 1574 13435 STATE OF SOUTH CAROLINA ) COUNTY OF GREENVILLE MORTGAGE OF REAL PROPERTY day of SLEyJuly THIS MORTGAGE made this Jane Alyson McCutcheon \_ (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-Five Thousand and No/100----- (\$25,000.00 \_), the final payment of which \_, together with interest thereon as \_ 19 <u>\_92</u> 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 certain piece, parcel or lot of land, with any and all improvements thereon, lying, being and situate on the northern side of Croft Street, in the City of Greenville, Greenville County, South Carolina, being shown and designated as the western half of Lot No. 44, Section B, as shown on a plat of Stone Land Co., recorded in Plat Book A at Pages 337 through 345, which plat is incorporated herein by reference, and having according to that certain plat entitled "Property of McCutcheon Co., Inc." by Freeland & Associates, dated June 3, 1980, and recorded in the R.M.C. Office for Greenville County in Plat Book 7.6 at Page 37, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Croft Street, which point is 100 feet, more or less, East of Townes Street, and running thence N. 1-41 E. 200 feet to an iron pin on the southern side of an alley; thence along the south side of said alley S. 83-13 E. 50 feet to an iron pin on the south side of said alley; thence S. 1-41 W. 200 feet to an iron pin on the northern side of Croft Street; thence along the northern side of Croft Street N. 83-13 W. 50 feet to an iron pin, the point of beginning.

This conveyance is subject to any and all existing reservations, easements, rights-of-way, zoning ordinances and restrictions or protective covenants that may appear of record or by inspection of the premises.

This is the identical property conveyed to Jane Alyson McCutcheon by the McCutcheon Company, Inc. by deed recorded herewith.

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, vits 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:

- 1. NOTE PAYMENTS. Mortgator 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.
- 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 herein before, 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, 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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