

Charlotte, NC 28288
STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

1601 #623
MORTGAGE OF REAL PROPERTY

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

GREENVILLE FILED
APR 11 1 53 PM '83
DONN RMC

THIS MORTGAGE made this 11th day of April 19 83
among Roy C. Jolly and Reba T. Jolly (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, nine~~ Dollars (\$ 13,900.00), with interest thereon, providing for monthly installments of principal and interest beginning on the 15th day of May 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:

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 Greenville County, South Carolina

ALL that piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being on the eastern side of Delmar Drive, in the Town of Simpsonville, Greenville County, South Carolina, being shown and designated as Lot No. 46 on a plat of BRENTWOOD, Section 2, made by Piedmont Engineers and Architects, Surveyors, dated May 19, 1972, recorded in the RMC Office for Greenville County, SC, in Plat Book 4-R at Page 5, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point in the edge of Delmar Drive, said point being the joint front corner with Lot 45 and running thence along the joint property line of Lot 45 N. 54-00 E. 154 feet to a point, said point being the joint rear corner with Lot 45; running thence S. 36-00 E. 110 feet to a point, said point being the joint corner with Lot 47; running thence along the joint property line of Lot 47 S. 54-00 W. 154 feet to a point in the edge of Delmar Drive, said point being the joint front corner with Lot 47; and running thence along the edge of Delmar Drive N. 36-00 W. 110 feet to the point of beginning.

Excluded from the above-described property, however, is a five foot strip off the northernmost side lot line described by metes and bounds as follows:

BEGINNING at an iron pin at the joint front corners of Lots Nos. 45 and 46 on the eastern side of Delmar Drive and running thence along the common line of said lots North 54-00 East 154 feet to an iron pin; thence South 36-00 East 5 feet to a point; thence a new line through Lot 46 South 54-00 West 154 feet to an iron pin on Delmar Drive; thence along the eastern side of Delmar Drive North 36-00 West 5 feet to the point of beginning.

(Continued on back)

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:

1. NOTE PAYMENTS Mortgagor shall make timely payments of principal and interest on the above-mentioned Note and all payments required by any note(s) 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 charges, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts thereof to the Mortgagee upon demand, and in default thereof the Mortgagee may pay the same and add the amount of such payment(s) to the principal indebtedness due Mortgagee, and the same shall be repaid by Mortgagor with interest at the then prevailing note rate upon demand.