

Vol 1587 Page 12

COUNTY OF GREENVILLE)

MORTGAGE OF REAL PROPERTY

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

THIS MORTGAGE MADE THIS 4th day of June, 1984

among Jim D. Thomas (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-One Thousand~~ ^{Two Hundred and no/100} Dollars (\$ 21,200.00), with interest thereon, providing for monthly installments of principal and interest beginning on the 15th day of July, 1984 and continuing on the 15th day of each month thereafter until the principal and interest are fully paid;

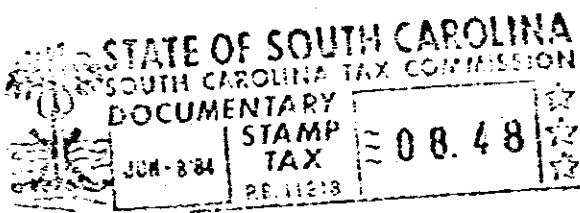
AND WHEREAS, to induce the making of said loan, Mortgagor has agreed to secure said debt and interest thereon (together with any future advances) and to secure the performance of the undertakings prescribed in the Note and this Mortgage by the conveyance of the premises hereinafter described:

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:

Unit No. 27-B in Briarcreek Condominiums, Horizontal Property Regime, situate on or near the Southerly side of Pelham Road in the City of Greenville, County of Greenville, State of South Carolina, as more particularly described in Master Deed and Declaration of Condominium, dated September 20, 1972, and recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 956, at Page 99, and Certificate of Amendment dated November 29, 1973, and recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 989, at Page 205.

This is the same property conveyed to the mortgagor herein by deed of Richard Davies which is dated September 16, 1982, and which is recorded in the RMC Office for Greenville County, S.C., in Deed Book 1174, at Page 36.

The lien of this mortgage is junior and inferior in lien to that mortgage given to Fidelity Federal Savings and Loan Association (now American Federal Bank, FSB) as recorded in the RMC Office for Greenville County, South Carolina, in REM Book 1296, at Page 801, in the original amount of \$27,550.00.



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 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.