FIRST UNION MORTGAGE CORPORATION, CHARLOTTE, NORTH CAROLINA 23288

STATE OF SOUTH CAROLINA COUNTY OF Greenville Aug 18 10 50 AM '81

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among A. Schkhann Mitchell and Nettle A. Mitchell (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 AND NO/100 --___, together with interest thereon as _ 1984___ September 15 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 _ County, South Carolina:

ALL that certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being on the northern side of Pheasant Trail, being shown and designated as Lot No. 5 on a plat of FORRESTER WOODS, SECTION I, made by R. B. Bruce, Surveyor, dated March 14, 1972, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 4-N, at page 78, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Pheasant Trail at the joint front corners of Lots Nos. 5 and 6 and running thence along the common line of said lots, N. 27-17 E. 150 feet to an iron pin; thence along the line of property now or formerly owned by E. D. Kellett, S. 62-43 E. 110 feet to an iron pin at the joint rear corner of Lots Nos. 4 and 5; thence along the common line of said lots, S. 27-17 W. 150 feet to an iron pin on Pheasant Trail; thence along the northern side of Pheasant Trail, N. 62-43 W. 110 feet to an iron pin, the beginning corner.

This is the same property conveyed to the Mortgagors by Andrew M. and Judith C. Johnson by deed dated March 1, 1976, recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1032, at page 316.

This is a second mortgage, being junior in lien to that certain mortgage given by the Mortgagors to First Federal Savings and Loan Association dated March 1, 1976, recorded in the R.M.C. Office for Greenville County, S. C., in Mortgage Book 1361, at page 225.

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:

- 1. NOTE PAYMENTS. Mortgagor shall make timely payments of principal and interest on the above mentioned Note and any other Note obligations of mortgagor which are secured by Liens which have priority over the Note obligation herewith secured in the amounts, in the manner and at the place 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 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, 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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