

STATE OF SOUTH CAROLINA)
COUNTY OF Greenville)

CP: 50 First Union
Charlotte, NC 28288

BOOK 1550 PAGE 777

MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 13th day of August, 19 81,
among Havelyn L. Spake (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 (\$ 10,000.00), the final payment of which
is due on September 15 19 91, 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 certain piece, parcel or lot of land situate, lying and being in the State of
South Carolina, County of Greenville, City of Greenville, located at the northwestern
intersection of Croft and Whitehall Streets, being known and designated as a greater
portion of Lot No. 6, Section B, of Stone Land Co., property as shown on plat thereof
recorded in the RMC Office for Greenville Co-nty, South Carolina, in Plat Book A, at
Page 336, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the intersection of Croft Street and Whitehall Street and
running thence with western side of Whitehall Street, N. 1-41 E. 135 feet; running thence
with Blumer Lot, N. 85-39 W. 70 feet to Lot No. 4; running thence with Lot No. 4, S. 1-
41 W. 135 feet to the northern side of Croft Street; thence running with Croft Street,
S. 85-39 E. 70 feet to beginning corner.

This being the same property conveyed to George E. Spake, Jr. and Havelyn L. Spake by
deed of Sallie Ballenger DeYoung dated November 14, 1975 and recorded November 17, 1975
in Deed Volume 1027 at Page 399. George E. Spake, Jr. conveyed his interest in said
real estate to the said mortgagor herein by deed dated April 12, 1976, recorded April
13, 1976 in Deed Volume 1034 at Page 585.

This mortgage is second and junior in lien to that mortgage given in favor of Bowest
Corp. (originally Lincoln Home Mortgage Company, Inc.) in the original amount of
\$23,000.00 recorded October 27, 1976 in Mortgage Volume 1381 at Page 496.

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 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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