FIRST UNION MORTGAGE CORPORATION C. 28288 ecox 1585 FASE 660 STATE OF SOUTH CAROLINA Hey 11 2 16 PH '82 MORTGAGE OF REAL PROPERTY Greenville ) COUNTY OF \_\_\_ DONNIE : TANKERSLEY A M.C day of November 5th THIS MORTGAGE made this \_ among Perry J. and Elizabeth McCarter (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 Tventy-Five Thousand and No/100------Dollars (\$ 25,000.00 ), with interest thereon, providing for monthly installments of principal and interest beginning on the Fifteenth \_\_\_\_, 19\_\_\_82\_\_\_, 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: ALL that piece, parcel or tract of land with all improvements thereon

ALL that piece, parcel or tract of land with all improvements thereon situate, lying and being in the County of Greenville, State of South Carolina, containing 31.65 Acres as shown on plat of Property of Perry J. McCarter made by Tri-State Surveyors, May 16, 1980, and having the following courses and distances, to wit:

BEGINNING at an iron pin on Suber Road adjoining 11.32 acres now or formerly in the name of Henry Egan and running thence N. 18-47 E. 847.6 feet to a new iron pin; running thence N. 71-25 E. 461.9 feet to a new iron pin; running thence along line of property of Lillian J. White (Life Estate) N. 18-24 W. 683.2 feet to iron pin; running thence along line of property of Arthur Elmore S. 71-26 W. 1293.6 feet to a new iron pin; running thence along Douglas Peace property S. 70-53 W. 280.22 feet to iron pin; running thence S. 70-53 W. 38.18 feet to nail and cap in Suber Road; running thence along the center of Suber Road the following courses and distances: S. 33-06 E. 358.5 feet, S. 33-40 E. 312.5 feet, S. 34-41 E. 181.4 feet, S. 36-52 E. 136.9 feet, S. 38-17 E. 165.6 feet, S. 47-05 E. 121.2 feet, S. 69-52 E. 133.9 feet, S. 82-27 E. 169.8 feet to the beginning corner.

This being a portion of the property conveyed to the Mortgagors herein by deed of Lina V. Dillard recorded on June 3, 1980, in the RMC Office for Greenville County in Deed Book 1126, page 889.

This is a junior mortgage to one given to the Federal Land Bank as shown in Mortgage Book 1540, page 604, May 7, 1981 in the original amount of

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, successors and assigns, forever, for the purposes hereinafter set out and Mortgagor covenants with Mortgagee, 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 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 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 hereinbefore, 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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