GREENVILLE

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STATE OF SOUTH CAROLINA

COUNTY OF.

FILED GREENVILLE CO. S. C

MORTGAGE OF REAL PROPERTY MAR 1 10 28 1H '83

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

R.M.C day of February _______ 19___83 25th THIS MORTGAGE made this. among Leonard E. Shedd, Jr. and Martha C. Shedd (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 Nine Thousand, Two Hundred and No/100 Dollars (\$_9,200.00----), with interest thereon, providing for monthly installments of principal and interest April _, 19<u>83</u> and __day of___ beginning on the 1st _day of each month thereafter until the principal and interest are fully paid; <u>lst</u> continuing on the___

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 GreenvilleCounty, South Carolina:

> ALL that piece, parcel or lot of land together with buildings and improvements situate, lying and being on the Southern side of Swinton Drive near the Town of Mauldin in Greenville County, South Carolina, being shown and designated as Lot No. 64 on a plat of WINDSOR PARK made by R. K. Campbell, Surveyor, dated March 29, 1960 and recorded in the RMC Office for Greenville County, S. C. in Plat Book RR, page 25, reference to which is hereby craved for the metes and bounds thereof.

> This is the same property conveyed to the mortgagors herein by deed of Lindsey Builders, Inc. which deed was recorded in the RMC Office for Greenville County in Deed Book 897 at Page 586 on September 4, 1970.

This mortgage is second and junior in lien to that mortgage given in favor of Cameron Brown Company which mortgage was recorded in the RMC Office for Greenville County in Mortgage Book 1165 at Page 409 in the original amount of \$18,000.00



Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in anywise incident or appertaining. Including buy 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.