

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

FILED
GREENVILLE CO. S.C.

BOOK 1596 PAGE 637

MORTGAGE OF REAL PROPERTY

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

MAR 3 10 27 AM '83
DONNIE S. TANKERSLEY
1st R.M.C.
THIS MORTGAGE made this 1st day of March 19 83
among FREDERICK L. MAHAFFEY & SUSAN M. MAHAFFEY (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 Eight Thousand Two Hundred and no/100 Dollars (\$ 8,200.00) with interest thereon, providing for monthly installments of principal and interest beginning on the 1st day of April, 19 83 and continuing on the first 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 Greenville County, South Carolina:

ALL that lot, piece, or parcel of land, situate, lying and being in the State of South Carolina, County of Greenville, and being known and designated as Lot No. 152 of Sunny Slopes Subdivision, Section Two, according to a plat prepared of said property by C. O. Riddle, Surveyor, February 8, 1971 and recorded in the RMC Office for Greenville County, South Carolina in Plat Book 4R at Page 67, and according to said plat having the following courses and distances, to-wit:
BEGINNING at a point on the edge of Wendfield Drive, joint front corner of Lots 151 and 152 and running thence with the common line of said lots, N. 19-20 E. 156.2 feet to a point; thence S. 77-25 E. 130 feet to a point, joint rear corner of Lots 152 and 153; thence running with the common line of said lots, S. 35-55 W. 195.2 feet to a point on the edge of Wendfield Drive; thence running with said Drive as the line, the chord being N. 58-39 W. 75 feet, to a point on the edge of Wendfield Drive, the point of beginning.

This being the same property conveyed to mortgagors herein by deed of Brown Enterprises of S. C., Inc. by deed dated June 28, 1976 and recorded in the RMC Office for Greenville County, South Carolina on June 28, 1976 in Deed Volume 1038 at Page 753.

This mortgage is second and junior in lien to that certain mortgage given by Frederick L. Mahaffey and Susan M. Mahaffey in favor of Farmers Home Administration in the original amount of \$22,700.00, dated June 28, 1976 and recorded on June 28, 1976 in the RMC Office for Greenville County, South Carolina in Mortgage Book 1371 at Page 388.

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.

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