

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

THIS MORTGAGE made this 7th day of October, 19 83  
among JERRY D. SIMMONS (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 Nineteen Thousand Dollars (\$ 19,100.00 ), with interest thereon, providing for monthly installments of principal and interest beginning on the 15th day of November, 19 83 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 Greenville County, South Carolina:

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 3 acres more or less as shown on plat of property of Jerry D. Simmons, dated August 25, 1975 according to a survey made by J. L. Montgomery, III, and having according to said survey the following metes and bounds, to wit:

BEGINNING at iron pin on McKenny Road at corner of property now or formerly of Bill Griffith and running thence along line of Griffith N. 58-22 E. 23.25 feet to iron pin; running thence N. 58-22 E. 422.22 feet to iron pin; running thence N. 2-35 W. 219 feet to iron pin; running thence N. 43-05 W. 78 feet; running thence S. 58-56 W. 501.98 feet to iron pin or cap in McKenny Road; running thence through and along McKenny Road S. 29-18 E. 273.38 feet to point of beginning. See Plat Book 5N, page 19.

This being same property conveyed to Jerry D. & Betty O. Simmons by W. H. Griffith on August 29, 1975, recorded in RMC Office for Greenville County on September 9, 1975, Deed Book 1023 page 893. Betty O. Simmons conveyed her one-half interest to Jerry D. Simmons on November 4, 1976, Deed Book 1045, pg.665.

This mortgage is junior in lien to that certain mortgage to United Federal Savings & Loan Association in original sum of \$31,500.00 recorded in RMC Office for Greenville County on October 3 1975 in Mortgage Book 1350, page 305.

RECORDED IN RMC OFFICE FOR GREENVILLE COUNTY, SOUTH CAROLINA  
OCT 13 8 33 AM '83  
DONNIE S. STANLEY

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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