

COUNTY OF GREENVILLE MORTGAGE OF REAL PROPERTY

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

THIS MORTGAGE made this 16th day of November 1983 among Douglas P. Schmieding and Donna T. Schmieding (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 Twenty-Five Thousand Dollars (\$25,300.00), with interest thereon, providing for monthly installments of principal and interest beginning on the 25th day of December, 1983 and continuing on the 25th 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 lot of land in the City of Greenville, Greenville County, South Carolina, being shown and designated as Lots Nos. 32 and 33 of Block C., on a plat designated "Map of Augusta Court" by R.E. Dalton, dated April, 1923, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book F at Page 124, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the northwestern edge of the curve of August Court, at the joint front corner of Lot 33 with Lot 34, and running thence with the joint line of said Lots, S. 89-36 W. 315.5 feet to a point on the line of property now or formerly belonging to Jenkinson; thence with said Jenkinson line, N. 41-30 W. 44.2 feet to a point on the joint line with property now or formerly belonging to E.W. Carpenter; thence with said Carpenter line, N. 55-30 E. 313.8 feet to a point on the joint line with Lot 31; thence with the said joint line with Lot 31, S. 49-04 E. 180.4 feet to the northwestern side of Augusta Court; thence with the northwestern side of Augusta Court, the chord of which is S. 40-12 W. 55 feet to a point; thence continuing with the northwestern edge of Augusta Court, S. 17-23 W. 50 feet to the point of beginning.

This being the same property conveyed to the mortgagors by deed of Wallace F. Palmer, II of even date to be recorded herewith.

This mortgage is junior to the lien to that mortgage held by Collateral Investment Company in the original amount of \$24,950.00 dated January 5, 1977 recorded in Mortgage Book 1386 at page 767

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 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 herebefore, 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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