FIRST UNION HORTGAGE CORPORATION, CONS-14, CHARLOTTE, N. C. 28288 STATE OF SOUTH CAROLINA Greenville **COUNTY OF** MORTGAGE OF REAL PROPERTY THE NOTE SECURED BY THIS MORTGAGE CONTAINS PROVISIONS FOR AN ADJUSTABLE INTEREST RATE THIS MORTGAGE made this _day of <u>March</u> among Lynda Y. Dudley, A <u>/a_Linda_Y._Spicka</u>(Wereinafter 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 Five Thousand and No/100-----.), with interest thereon, providing for monthly installments of principal and interest April beginning on the day of continuing on the... 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 loand 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 situate, lying and being on the northwestern side of Delta Drive near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 85 as shown on a plat of Longforest Acres, Section II, prepared by R. B. Bruce, dated July 3, 1969, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 4-F at page 11 and having according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the northwestern side of Delta Drive at the joint front corner of Lots Nos. 84 and 85 and running thence with the line of Lot No. 84 N. 58-51 W. 132.9 feet to an iron pin; thence with the center line of a creek, having a traverse line of S. 37-26 W. 114 feet to an iron pin at the joint rear corner of Lots Nos. 85 and 86; thence with the line of Lot No. 86 S. 58-04 E. 143 feet to an iron pin on the northwestern side of Delta Drive; thence with the northwestern side of Delta Drive N. 32-06 E. 25 feet to an iron pin; thence continuing with the northwestern side of Delta Drive N. 31-09 E. 90.3 feet to the point of beginning.

This is the same property conveyed to Mortgagor by deed of Robert W. Spickard dated November 30, 1982, and recorded September 30, 1982 in Deed Book 1174 at page 802, in the RMC Office for Greenville County, South Carolina.

STATE OF SOUTH CAROLINA

ODCUMENTARY

STAMP

TAX

PERSON

TAX

PERSON

TO 2.00

20 - THE WOOD

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, improvments, 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.
- \$\to 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 deliber 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.

was appreciated to the formation of the companies of the