

First Union Mortgage Corporation, Charlotte, North Carolina  
 STATE OF SOUTH CAROLINA, First Union Mortgage Corp.  
 Greenville, 37 Villa Rd., Suite 400  
 Piedmont East  
 Greenville, S.C. 29615

83 PAGE 1028 BOOK 1562 PAGE 769 <sup>26551</sup>

MORTGAGE OF REAL PROPERTY  
 James E. & Brenda P. Ivester  
 15 North Haven Drive  
 Greenville, SC 29609

MAIL TO:  
 GADDY & DAVENPORT  
 P.O. BOX 10267  
 GREENVILLE, S.C. 29603

THIS MORTGAGE made this 28th day of January, 1982

among James Edwin & Brenda P. Ivester (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 Seven Thousand One Hundred and No/100 (\$ 7,100.00 ), the final payment of which is due on February 15, 1992, together with interest thereon as provided in said Note, the complete provisions whereof are incorporated herein by reference;

AND WHEREAS, to induce the making of said loan, Mortgagor has agreed to secure said debt and interest thereon (together with any future principal and to secure the performance of the undertaking prescribed in the Mortgage Company recorded in Mortgage Book 1488 at Page 74 on June 3, 1977 in the R.M.C. Office for Greenville County in the original amount of \$16,000.00.

Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging 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, 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 heaters (all of which are declared to be a part of said real estate whether physically attached thereto or not).

STATE OF SOUTH CAROLINA  
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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 that the premises are free and clear of all encumbrances except for a prior Mortgage, if any, and that Mortgagee 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:

- NOTE PAYMENTS. Mortgagor shall make timely payments of principal and interest on the above mentioned Note and any Note(s) secured by lien(s) having priority over Mortgagee's within described lien in the amounts, in the manner and at the places set forth therein. This mortgage secures payment of said Mortgagee's note according to its terms, which are incorporated herein by reference.
- TAXES. Mortgagor will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made herein before, and in default thereof the mortgagee may pay the same; and will promptly deliver the official receipts therefor to the mortgagee. If the mortgagor fails to make any payments provided for in this section or any other payments for taxes, assessments, or the like, then, the entire amount of the debt secured, or intended to be secured, shall forthwith become due, at the option of said mortgagee.

BY: *Re. Ivester*  
 Vice President  
 WITNESS: *Martha Ivester*

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