

37 Villa Road, Greenville, SC 29615  
STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
OCT 15 1 51 PM '80

MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 2nd day of October, 19 80,  
among Wilson L. Kee and Betty Boutotte Kee (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 Eleven Thousand Seven Hundred and NO/100 (\$11,700.00), the final payment of which is due on October 15 19 90, 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 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 certain piece, parcel or lot of land, with all improvements thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, within the corporate limits of the City of Greenville, being known and designated as the major portion of Lot 51 of property of Central Development Corporation, according to a plat thereof recorded in the R.M.C. Offices for Greenville County in Plat Book BB at pages 22 and 23 and also being shown on a plat entitled "Revision of Lots 50 and 51" prepared by Webb Surveying and Mapping Co., dated February, 1966 and recorded in Plat Book MMM at Page 71 and having, according to said plats, the following metes and bounds, to-wit:

BEGINNING at a point on the southeastern side of Alpine Way located S. 36-16 W. 7 feet from the joint front corner of Lots 51 and 52 and running thence along a line through Lot 51 S. 52-56 E. 207.4 feet to an iron pin in the line of Lot No. 50; running thence along a line through Lot 51 S. 57-24 W. 142 feet to an iron pin located N. 37-11 W. 7.7 feet from the joint front corner of Lots 50 and 51 on the northeastern side of Wren Street and running thence with the northwestern side of Wren Street N. 37-11 W. 64.3 feet to a point; thence continuing with the northeastern side of Wren Street N. 40-34 W. 64 feet to a point at the intersection of Wren Street and Alpine Way; thence with the curvature of said intersection, the chord of which is N. 02-09 W. 53.2 feet to a point; thence with the southeastern side of Alpine Way N. 36-16 E. 58.1 feet to the point of beginning.

This is the same property conveyed to the mortgagors by deed of Jerie Ann Shaw Smith and Leonard H. Turnbull dated April 7, 1978 and recorded in the R.M.C. Office for Greenville County, South Carolina on April 10, 1978 in Deed Volume 1076 at Page 779.

This mortgage is junior and second in lien to that mortgage given in favor of First Federal Savings and Loan Association in the original amount of \$31,350.00 recorded in the R.M.C. Office for Greenville County, South Carolina, on April 10, 1978 in Mortgages Book 1428 at Page 357.

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 heaters (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 in the amounts, in the manner and at the place set forth therein. This Mortgage secures payment of said Note according to its terms, which are incorporated herein by reference.

2. TAXES. Mortgagor shall pay all taxes, charges and assessments which may become a lien upon the premises hereby conveyed before any penalty or interest accrues thereon and shall promptly deliver to Mortgagee (at its request) official receipts evidencing payment thereof. In the event of the passage after the date of this Mortgage of any law imposing a federal, state or local tax upon Mortgage or debts secured thereby, the whole principal sum (together with interest) secured by this Mortgage shall, at the option of Mortgagee, its successors and assigns, without notice become immediately due and payable.