

Charlotte, NC 28288  
STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

FILED  
GREENVILLE CO. S. C.

VOL 1634 PAGE 408

MORTGAGE OF REAL PROPERTY

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

THIS MORTGAGE made this 4th <sup>Nov 7 1983</sup> ~~Nov 7 1983~~ day of November, 19 83,  
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 Sixteen Thousand and Dollars (\$ 16,000.00---), with interest thereon, providing for monthly installments of principal and interest <sup>No/100</sup> beginning on the 15th day of December, 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 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 RMC Office 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. 51-56 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 herein by deed of Jerie Ann Shaw Smith and Leonard H. Turnbull dated April 7, 1978 and recorded in the RMC for Greenville County, South Carolina on April 10, 1978 in Deed Volume 1076 at Page 779.

THIS mortgage is second and junior 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 RMC for Greenville County, S. C. on April 10, 1978 in Mortgage Book 1428 at Page 357.

RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT  
GREENVILLE COUNTY, SOUTH CAROLINA  
NOV 10 1983  
STAMP  
TAX \$ 00.40

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 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.