

COUNTY OF Greenville ) FILED  
MORTGAGE OF REAL PROPERTY

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

THIS MORTGAGE made this 8th day of December, 1983, among J. Michael Kapp & Margaret G. Kapp (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 (\$ 25,000.00), with interest thereon, providing for monthly installments of principal and interest beginning on the 15th day of January, 1984 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 in the City of Greenville, County of Greenville, State of South Carolina, located on the western side of Woodrow Avenue and northern side of East Prentiss Avenue and being known and designated as the front and larger portion of Lot 8, Section C, and a small portion of the front of Lot 7, Section C, of CAGLE PARK SUBDIVISION and having, according to plat entitled "Property of Sam F. Floyd" prepared by Dalton and Neves, dated January, 1960, and recorded in Plat Book "TT" at Page 173, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of East Prentiss Avenue and running thence N. 22-58 W. 93 feet to an iron pin; thence N. 78-36 E. 72.5 feet to an iron pin on the west side of Woodrow Avenue; thence with the west side of said Avenue, S. 17-46 E. 49.7 feet to an iron pin; thence still with the western side of said Avenue, S. 25-52 E. 63.3 feet to an iron pin at the bend of the intersection, the cord of which is S. 39-12 W. 5.8 feet to an iron pin on the northern side of East Prentiss Avenue; thence with the northern side of East Prentiss Avenue N. 82-45 W. feet; thence still with the northern side of East Prentiss Avenue N. 89-58 W. 12 feet to the beginning point.

THIS is the same property conveyed to the mortgagors herein by deed of J. Coleman Shouse and Irveta J. Shouse dated August 13, 1976 and recorded in the R. M. C. Office for Greenville County, South Carolina, on August 16, 1976 in Deed Volume 1041 at Page 281.

THIS mortgage is second and junior in lien to that mortgage given in favor of Carolina Federal Savings & Loan Association dated August 13, 1976 and recorded in the R. M. C. Office for Greenville County, South Carolina, on August 16, 1976 in Mortgage Volume 1375 at Page 514 in the original amount of \$37,000.00

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:

- 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.
- 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 rate upon demand.

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