

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

RECORDED  
S. C.  
PL 82

BOOK 1572 PAGE 758  
MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 11th day of June, 19 82,  
among J. Michael Kapp and 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  
Twelve Thousand and No/100 (\$ 12,000.00), the final payment of which  
is due on July 1 19 92, 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 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 chord 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 RMC 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 RMC 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 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 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.

2. 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 mort-  
gagee 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.

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