

Charlotte, NC 28288

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

BOOK 1572 PAGE 752
MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 10th day of June, 19 82,
among Billy Joe Kelley and Peggy G. Kelley (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
Ten Thousand and No/100 (\$ 10,000.00); 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, with all improvements
thereon, situate, lying and being in the State of South Carolina, County
of Greenville, being known and designated as Lot No. 11 of a subdivision
known as Colonial Hills, Section No. 3 as shown on a plat thereof pre-
pared by Piedmont Engineers & Architects, dated May 7, 1965, recorded
in the RMC Office for Greenville County in Plat Book BBB at Page 91 and
having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Western side of Creighton Street, joint
front corner of Lot Nos. 10 and 11 and running thence along the Western
side of Creighton Street, S. 9-45 W. 100.0 feet to an iron pin at the
corner of Lot No. 12; thence along the line of that lot, N. 80-15 W.
150.0 feet to an iron pin; thence N. 9-45 E. 100.0 feet to an iron pin
at the rear corner of Lot No. 10, thence along the line of that lot, S.
80-15 E. 150.0 feet to the beginning corner.

THIS is the same property conveyed to the mortgagors herein by deed of
John A. Durr and Mary B. Durr which mortgage was recorded in the RMC
Office for Greenville County in Deed Volume 1080 at Page 675 dated
June 6, 1978.

THIS mortgage is second and junior in lien to that mortgage given in
favor of Fidelity Federal Savings & Loan Association recorded June 7,
1978 in the RMC Office for Greenville County in Mortgage Volume 1434
at Page 478 in the original amount of \$27,600.00.

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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