

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

826134

BOOK 1519 PAGE 59

MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 15 day of October, 1980,
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 Mortgagee has executed and delivered to Mortgagor 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, 1990, together with interest thereon as provided in said Note, the complete provisions whereof are incorporated herein by reference;

AND WHEREAS, the premises hereinafter described, to-wit: 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 Mortgagee 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.

FUMC 120 SC 12-78

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4 OCT

Donald S. Tankersley

By [Signature] Vice President
WITNESS [Signature]

ENTER, FILED, LINES & SIGNATURE

GREENVILLE CO. S.C.
NOV 30 1980

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