

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

FILED
CO. S. C.
JAN 5 11 47 AM '80
DONNIE TANKERSLEY
R.M.C.

BOOK 1492 PAGE 493

MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 2nd day of January, 19 80, 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 Seven Thousand and No/100----- (\$ 7,000.00-----), the final payment of which is due on January 15 19 90, 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 of Woodrow Avenue and East Prentiss Avenue; thence with the bend of said 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 being 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 to Carolina Federal Savings and Loan Association dated August 13, 1976 and recorded in the R.M.C. Office for Greenville County, South Carolina, on August 16, 1976 in Mortgages Book 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 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.

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