

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

MORTGAGEE'S ADDRESS

First Union Mortgage Corporation
Charlotte, N.C. 28288

MAY 24 1981

MORTGAGE OF REAL PROPERTY

GREENVILLE

BOOK 1542 PAGE 601

THIS MORTGAGE made this 25th day of May, 19 81,
among Bobby A. and Carolyn B. Kirby (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-Four Thousand, Seven Hundred (\$ 24,700.00), the final payment of which is due on June 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 piece, parcel or lot of land in Greenville County, State of South Carolina, in Paris Township, being known and designated as Lot 16, as shown on a plat of Bellwood Estates, Section 1, dated May, 1950, by Dalton & Neves Engineering Company, recorded in the R.M.C. Office for Greenville County, in Plat Book GG, at Page 50, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on Rutherford Road, joint front corners of Lots Nos. 15 and 16, and running thence along the line of said lots, N. 59-30 W. 182 feet to iron pin rear corner of Lots 25 and 26; thence running with rear line of Lot 25, N. 30-30 E. 70 feet to iron pin rear corner of Lot 17; thence running with line of said lot, S. 59-30 E. 176.9 feet to iron pin on Rutherford Road; thence running with Rutherford Road, S. 25-50 W. 70.23 feet to iron pin at point of beginning.

This property is subject to restrictions, covenants and conditions as recorded in the R.M.C. Office for Greenville County in Volume 495, at Page 523.

ALSO; All that certain piece, parcel or lot of land in the State of South Carolina, County of Greenville, shown and designated as Lot 17 on plat of Section 1, Bellwood Estates, recorded in Plat Book GG at Page 53, and having according to said plat the following metes and bounds, to-wit: BEGINNING at an iron pin on the northwestern side of Rutherford Road, joint front corner of Lots 16 and 17, and running thence with the northwestern side of Rutherford Road in a northeasterly direction 70.23 feet to pin at corner of Lot 18; thence with line of said lot N. 59-30 171.9 feet to pin; thence with the rear line of Lot #24 in a southeasterly direction 70 feet to pin at the rear corner of Lot 16; thence with line of Lot 16 S. 59-30 E. ***

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 other Note obligations of mortgagor which are secured by Liens which have priority over the Note obligation herewith secured 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 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 mortgagee 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.