

THE NOTE SECURED BY THIS MORTGAGE CONTAINS PROVISIONS FOR AN ADJUSTABLE INTEREST RATE

THIS MORTGAGE made this 5th day of December, 1983
among Billy Joe Kelley & 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 Fifteen thousand and Dollars (\$ 15,000.00), with interest thereon, providing for monthly installments of principal and interest beginning on the 15th day of January, 1984 and continuing on the 15th day of each month thereafter until the principal and interest are fully paid:

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 of lot of land, with all improvements thereon, or hereafter constructed 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 prepared 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 being the same property conveyed to the Mortgagors herein by a certain deed of John A. Durr and Mary B. Durr, dated June 6, 1978, and thereafter filed for record in the RMC Office for Greenville County on June 7, 1978 in Deed Book 1080 at Page 675.

This mortgage is junior to that mortgage given to Fidelity Federal Savings & Loan Association and recorded June 7, 1978 at REM Book 1434 at page 478 in the RMC Office for Greenville County.

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 heater (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 all payments required by any note(s) secured by lien(s) having priority over Mortgagee's within described lien or by any prior mortgage(s) in the amounts, in the manner and at the places 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 and sewer charges, and other governmental or municipal charges, fines, or impositions for which provision has not been made hereinbefore, and will promptly deliver the official receipts thereof to the Mortgagee upon demand, and in default thereof the Mortgagee may pay the same and add the amount of such payment(s) to the principal indebtedness due Mortgagee, and the same shall be repaid by Mortgagor with interest at the then prevailing note rate upon demand