

COUNTY OF Greenville)

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

THIS MORTGAGE made this Aug 6 3 02 AM '84 day of August, 1984,
among Luther Robert Kay and Curran L. Kay (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 Five Thousand
Dollars (\$25,000.00), with interest thereon, providing for monthly installments of principal and interest
beginning on the 15th day of September, 1984 and
continuing on the 15th day of each month thereafter until the principal and interest are fully paid;

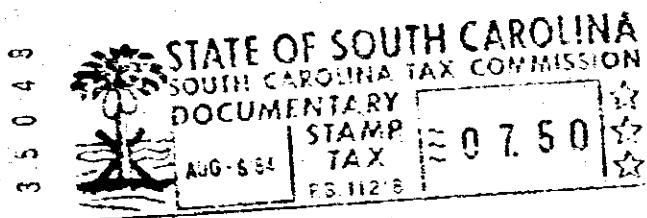
AND WHEREAS, to induce the making of said loan, Mortgagor has agreed to secure said debt and interest thereon
(together with any future advances) and to secure the performance of the undertakings prescribed in the Note and this
Mortgage by the conveyance of the premises hereinafter described:

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 or lot of land being known and designated as
Lot 22, Mountainbrook Subdivision as shown by plat thereof recorded in the
RMC Office for Greenville County in Plat Book 4F at Page 47, reference to
said plat being hereby craved for a more complete metes and bounds
description.

This is the same property conveyed to the mortgagors herein by deed of The
Ervin Company recorded in the RMC Office for Greenville County on May 25,
1973 in Deed Volume 975 at Page 430.

This mortgage is second and junior in lien to that mortgage given in favor
of Cameron Brown Company in the original amount of \$27,050.00 recorded in
the RMC Office for Greenville County on May 25, 1973 in Mortgage Volume
1278 at Page 539.



Together with all and singular the rights, members, hereditaments and appurtenances to said premises belong-
ing 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.