

THIS MORTGAGE made this 2nd day of May, 1977,
among George Pearce Bell, Jr. & Jeanette R. Bell (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, Two Hundred & No/100--- (\$ 7,200.00), the final payment of which
is due on June 15 19 77, 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, with all improvements thereon, situate,
lying and being in the State of South Carolina, County of Greenville,
being known and designated as Lot 9 of a subdivision known as Foxcroft
Section I, as shown on Map 3 thereof recorded in the RMC Office for Green-
ville County in Plat Book 4-F at Page 4, and having the following metes
and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Stonehedge Drive, joint
front corner of Lots 8 and 9 and running thence with the joint line of
said lots, N. 16-44 E. 195.5 feet to an iron pin, joint rear corner of
Lots 9 and 10; thence with the joint line of said lots, N. 82-56 E. 165
feet to an iron pin on the eastern side of Heatherbrook Road; thence with
the eastern side of Heatherbrook Road, S. 7-04 W. 165.7 feet to an iron
pin at the intersection of Heatherbrook Road and Stonehedge Drive; thence
with the curve of said intersection, the chord of which is S. 41-24 E.
33.2 feet to an iron pin on the northern side of Stonehedge Drive; thence
with the northern side of Stonehedge Drive, S. 80-10 E. 107 feet to the
point of beginning.

This being the same property conveyed to the mortgagors herein by deed
of M. G. Proffitt, Inc., dated May 6, 1971 and recorded in the RMC Office
for Greenville County, S.C. in Deed Book 914 at Page 397.

This mortgage is second and junior in lien to mortgage in Favor of First Federal Savings & Loan.

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.