

THIS MORTGAGE made this 2nd day of December, 19 77,
among Michael V. Smith and Karen S. Smith (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
Ten Thousand, Two Hundred and No/100----- (\$10,200.00), the final payment of which
is due on December 15 19 87, 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 lot of land situate on the northern side of Devenger Road in the County of
Greenville, State of South Carolina, being shown as Lot No. 284 on a plat of Devenger
Place Subdivision, Section 8, dated September, 1975, prepared by Dalton & Neves,
Engineers, recorded in Plat Book 5P, at Page 4 in the RMC Office for Greenville County,
and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Devenger Road at the joint front
corner of Lot 284 and 285 and running thence with Lot 285, N. 3-49 W. 200 feet to
an iron pin at the joint rear corner of Lot 284 and Lot 285; thence N. 86-11 E. 95
feet to an iron pin at the joint rear corner of Lots 283 and 284; thence with Lot 283,
S. 3-49 E. 200 feet to an iron pin on the northern side of Devenger Place; thence
with Devenger Road, S. 86-11 W. 95 feet to the point of beginning.

THIS being the same property conveyed to the mortgagors herein by deed of Franklin
Enterprises, Inc., dated April 29, 1976, recorded in the RMC Office for Greenville
County, S.C. on April 29, 1976 in Deed Book 1035 at Page 488.

THIS mortgage is second and junior in lien to that mortgage given to Carolina Federal
Savings & Loan Association, dated April 29, 1976, recorded in the RMC Office for
Greenville, S.C. April 29, 1976 in Mortgage Book 1366 at Page 235, being in the
original amount of \$44,800.00.

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.