

THIS MORTGAGE made this 2nd day of February, 19 78,
among Duffie Development, Inc. (hereinafter referred to as Mortgagor) and FIRST
UNION MORTGAGE CORPORATION, a North Carolina Corporation (hereinafter referred to as Mortgagee):

(ADDRESS: Suite 109, Piedmont East, Greenville, S.C. 29615)

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
Twelve Thousand and No/100----- (\$ 12,000.00), the final payment of which
is due on February 15 19 83, 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 certain piece, parcel or lot of land, with all improvements thereon,
situate, lying and being just north of Parkins Mill Road, and facing on
Maple Creek Circle, and being described more particularly as follows:

BEGINNING at a point 281.3 feet N. 5-01 W. from the northeastern corner of
the intersection of Maple Creek Circle and Parkins Mill Road, and running
thence with the edge of Maple Creek Circle N. 5-01 E. 140.4 feet to an iron
pin; thence N. 84-30 E. 159.8 feet to an iron pin; thence S. 5-05 E. 139.8
feet to an iron pin at the joint rear corner of property belonging to
Robert E. Mohon and Helen F. Mohon; thence with the joint line S. 84-45 W.
159.9 feet to an iron pin on Maple Creek Circle, the point of beginning.

This being a portion of the property conveyed to the mortgagor by deed of
C. L. Duffie recorded in the RMC Office for Greenville County, S. C., in
Deed Book 896 at Page 479 on August 20, 1970.

The above-described property is subject to the non-exclusive right-of-way
or easement conveyed to C. L. Duffie by Joseph B. Stevens by Title to Real
Estate dated August 19, 1969, and recorded August 20, 1969, in Deed Book
874 at Page 248 in the RMC Office for Greenville County, S. C.

This is a second mortgage.

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 Mortgagee 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.

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