

37 Villa Rd., Greenville, S.C.
STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

1422 40718
MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 31st day of January, 19 78,
among Wallace G. Merck (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
Twelve Thousand, Two Hundred and No/100----- (\$ 12,200.00), the final payment of which
is due on February 15 19 88, 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 tract of land, situate on the South side of Riverview Drive
near the City of Greenville, in Greenville County, S.C., shown as Lot No. 134 on plat
of Riverdale, made by Dalton & Neves, Engineers, July 1957, recorded in the RMC Office
for Greenville County, S.C. in Plat Book KK, page 107, and having, according to said
plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the South side of Riverview Drive at joint front corner of
Lots #133 and 134 and runs thence with the line of Lot #133, S. 16-51 W. 192 feet to an
iron pin; thence S. 76-01 E. 100.06 feet to an iron pin; thence with the line of Lot
#135, N. 16-51 E. 187 feet to an iron pin on the South side of Riverview Drive; thence
N. 73-09 W. 100 feet to the beginning corner.

THIS being the same property conveyed to the mortgagor herein by deed of George F.
Von Edwins and Esterleen F. Von Edwins, dated Feb. 7, 1975, recorded in the RMC Office
for Greenville, S.C. in Deed Book 1033 at Page 829 on April 16, 1976. Also see
corrective deed recorded in Deed Book 1053 at Page 388.

THIS mortgage is second and junior in lien to that mortgage given to Home Savings &
Loan Association of the Piedmont in the original amount of \$31,000.00, which mortgage
is recorded in the RMC Office for Greenville, S.C. on March 25, 1977 in Mortgage
Book 1392 at Page 561.

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.