

37 Villa Rd., Greenville, SC GREENVILLE CO. S.C.
STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE) APR 16 3 50 PM '79
DONNE S. TANKERSLEY
R.M.C.

VOL 1403 PAGE 325
MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 5th day of April, 1979,
among Charles R. McCurley & Peggy B. McCurley (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 and No/100 (\$ 10,000.00), the final payment of which
is due on April 15 19 89, 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 those pieces, parcels or lots of land in Oneal Township, Greenville County, State
of South Carolina, being known and designated as Lots #49 and 50 of Paris View, Section
I, as shown on plat thereof recorded in the RMC Office for Greenville County in Plat
Book VV at Page 101 and being described as follows:

Lot #49: Beginning at an iron pin on the northeastern side of S. C. Highway #415 at
the joint front corner of Lots 48 and 49 and running thence N. 37-38 E. 187.3 feet
to an iron pin; thence N. 50-25 W. 100 feet to an iron pin at the joint rear corner of
Lots 49 and 50; thence S. 37-38 W. 195.3 feet to an iron pin on S. C. Highway #415;
thence along said highway, S. 58-53 E. 100 feet to the beginning corner.

Lot #50: Beginning at an iron pin at the northeastern corner of the intersection of
Paris View Drive and S. C. Highway #415 and running thence along Paris View Drive,
N. 39-35 E. 200 feet to an iron pin; thence S. 50-25 E. 100 feet to an iron pin at the
joint rear corner of Lots 49 and 50; thence S. 37-38 W. 195.3 feet to an iron pin on
the northeastern side of S. C. Highway #415; thence along said highway, N. 58-53 W.
100 feet to the beginning corner.

THIS being the same property conveyed to the mortgagors herein by deed of O. J.
Leonard & Frances U. Leonard, dated December 28, 1974, recorded Januar 2, 1975 in
Deed Book 1012 at Page 544, RMC Office, Greenville County, S.C.

THIS mortgage is second and junior in lien to that mortgage given to First Federal
Savings & Loan in the amount of \$28,200.00, which mortgage was recorded in the RMC
Office for Greenville County, S.C. on August 29, 1975 in Mortgage Book 1347 at Page
413.

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.

0.325

4328 RV-2