

THIS MORTGAGE made this 9 day of October, 19 79,
among Larry L. Bailey and Kay B. Bailey (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
Three Thousand Five Hundred and no/100 (\$ 3,500.00), the final payment of which
is due on October 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:

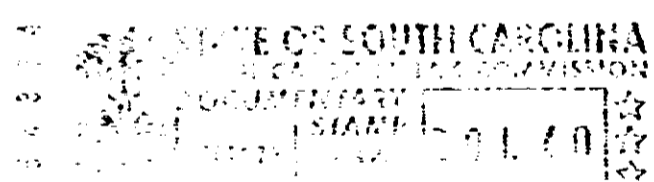
NOW, THEREFORE, in consideration of the aforesaid loan and the sum of Three Dollars (\$3.00) cash in
hand paid to Mortgagor, the receipt of which is hereby acknowledged, Mortgagor hereby grants, sells, conveys,
assigns and releases to Mortgagee, its successors and assigns, the following described premises located in
Greenville County, South Carolina:

ALL that certain piece, parcel or lot of land in the State of South Carolina, County of
Greenville, being known and designated as Lot No. 117 on a plat of POWDERHORN Subdivision,
SEC. III, prepared for American Service Corporation, February 19, 1979 and amended July 27,
1979, said plat being recorded in the RMC Office for Greenville County in Plat Book 7-C
at Page 59, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern edge of Lexington Court at the joint front corner
of Lots 116 and 117 and running thence with Lexington Court the following courses and
distances: S. 53-00 E. 15 feet, S. 69-15 E. 50 feet, S. 77-21 E. 10 feet to an iron pin
at the joint front corner of Lots 117 and 118; thence with the joint line of said Lots,
N. 17-08 E., 146.8 feet to an iron pin; thence N. 53-00 W., 122 feet to an iron pin at the
joint rear corner of Lots 116 and 117; thence with the joint line of said Lots, S. 37-00 W.,
120 feet to an iron pin on the northern edge of Lexington Court being the point of BEGINNING.

This is that property conveyed to the mortgagors by Deed of American Service
Corporation recorded October 15, 1979.

This mortgage is second and junior in lien to that certain mortgage to Fidelity Federal
Savings and Loan Association recorded October 15, 1979 to secure \$42,800.00.



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.