

STATE OF SOUTH CAROLINA)
 COUNTY OF Greenville)

OCT 28 8 51 AM '80

BOOK 1522 PAGE 316

DONNA L. HARRISLEY
R.H.C.

MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 28th day of October, 1980,
 among Paul A. Smith & Delores V. 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
FIVE THOUSAND SIX HUNDRED AND NO/100--- (\$ 5,600.00), the final payment of which
 is due on November 15, 1990, 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 lot of land, with all buildings and improvements
 thereon, situate, lying and being on the eastern side of Tollgate Road, in
 the Town of Simpsonville, County of Greenville, State of South Carolina,
 being known and designated as Lot No. 6 on a plat entitled THE CEDARS made
 by Dalton & Neeves, Engrs., dated March, 1974 recorded in the RMC Office
 for Greenville County, South Carolina in Plat Book 4-X at page 93, and
 having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Tollgate Road at the joint
 front corners of Lots Nos. 6 and 7; and running thence with the common line
 of said lots, N. 74-51 E. 155 feet to an iron pin; thence N. 15-09 W. 85
 feet to an iron pin at the joint rear corner of Lots Nos. 5 and 6; thence
 with the common line of said lots, S. 74-51 W. 155 feet to an iron pin on
 the eastern side of Tollgate Road; thence along the eastern side of Tollgate
 Road, S. 15-09 E. 85 feet to an iron pin; the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of
 Richard P. Weller and Sally J. Weller, dated October 27, 1980 and recorded
 in the RMC Office for Greenville County in Deed Book 1176 at page 268.

This mortgage is second and junior in lien to that certain mortgage
 to First Federal Savings & Loan Association dated October 27, 1980 and
 recorded in the RMC Office for Greenville County in Mortgage Book 1522 at
 page 3/2 in the amount of \$40,300.00

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.

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