

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

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S. C. MORTGAGE OF REAL PROPERTY
PH '79

THIS MORTGAGE made this 7th day of September, 19 79,
among William Leroy Gainey and
Kathy Iola Nix Gainey (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 Two Hundred Dollars (\$ 5,200.00), the final payment of which
is due on September 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 piece, parcel or lot of land, situate, lying and being in the
Town of Mauldin, County of Greenville, State of South Carolina, being
known and designated as Lot No. 39 as shown on plat of BURDETT ESTATES,
prepared by Dalton & Neves, dated February, 1971, and revised December,
1973 which plat is recorded in the RMC Office for Greenville County in
Plat Book 4-X at page 60, and having, according to said plat the
following metes and bounds, to-wit: BEGINNING at an iron pin on the
southern side of McSwain Drive at the joint front corner of Lots 38 and
39, and running thence S. 1-26 E. 184.7 feet to an iron pin at the joint
rear corner of said lots; thence along the rear line of Lot 39 S. 59-
49 W. 70 feet to an iron pin on the line of Lot 32; thence continuing
along the rear line of Lot 39, N. 29-25 W. 77.8 feet to an iron pin on
the line of Lot 30; thence continuing along the rear line of Lot 39,
N. 53-26 W. 40 feet to an iron pin at the joint rear corner of Lots
39 and 40; thence along the joint line of said lots, N. 16-40 E. 168.65
feet to an iron pin at the joint front corner of said lots on McSwain
Drive; thence along McSwain Drive, S. 64-50 E. 25.3 feet to an iron pin
on McSwain Drive; thence continuing along McSwain Drive, S. 67-45 E.
59.7 feet to the point of beginning. This property is subject to all
restrictions and easements of record. This being the same property
conveyed to the Mortgagors herein by deed of The South Carolina National
Bank recorded November 18, 1977 in Deed Volume 1068 at page 657. This
mortgage is second and junior in lien to that certain mortgage given (cont)

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.