

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

1978  
MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 17th day of November, 1978,  
among John H. Matthews, Jr. & Shirley H. Matthews (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, Four Hundred and NO/100----- (\$ 5,400.00 ), the final payment of which  
is due on December 15 1988, 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 on the Southern  
side of Third Day Street near the City of Greenville, County of Greenville, State  
of South Carolina, being known and designated as Lot No. 49 as shown on plat of  
Canterbury Subdivision, Section I, prepared by Heaner Engineering Co., Inc., dated  
May 1, 1974, recorded in the RMC Office for Greenville County, South Carolina in  
Plat Book 5-D, Page 52, and having, according to said plat, the following metes  
and bounds:

BEGINNING at an iron pin on the Southern side of Third Day Street at the joint front  
corner of Lots Nos. 48 and 49 and running thence with the line of Lot No. 48,  
S. 53-43-42 W. 130.98 feet to an iron pin; thence with the rear line of Lot No. 37,  
S. 34-29-39 E. 57.44 feet to an iron pin; thence with the line of a future development  
of Canterbury Subdivision, N. 69-08-10 E. 125 feet to an iron pin on the Southern  
side of Third Day Street; thence with the curve of the Southern side of Third Day  
Street, the chord of which is N. 28-34-04 W. 91.45 feet to the point of beginning.

THIS being the same property conveyed to the mortgagors herein by deed of Fortis  
Enterprises, Inc., dated September 24, 1974, recorded in the RMC Office for Green-  
ville County, S.C. on September 27, 1974 in Deed Book 1007 at Page 445.

THIS mortgage is second and junior in lien to that mortgage given to First Federal  
Savings & Loan Association in the amount of \$25,150.00, which mortgage was recorded  
in the RMC Office for Greenville County, S.C. on September 27, 1974 in Mortgage  
Book 1323 at Page 583.

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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