

THIS MORTGAGE made this 16th day of January, 19 79,
among Lamar Gaines (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
Nine Thousand, Three Hundred & No/100 (\$ 9,300.00), the final payment of which
is due on January 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 with all improvements thereon or
hereafter constructed thereon, situate, lying and being in the State of
South Carolina, County of Greenville, containing 1.58 acres, more or less,
according to a plat by F. E. Ragsdale, Surveyor, recorded in Plat Book KKK
at Page 171, and having, according to said plat, the following metes and
bounds, to-wit:

BEGINNING at a nail and cap in the center of a County Road at a point which
is N. 66-08 E. 187.4 feet from the center of S.C. Highway 247 and running
thence with the center of said County Road, N. 74-40 W. 322.9 feet to a
nail and cap at the intersection of said County Road with the Old Cooley
Bridge Road; thence with the center of the Old Cooley Bridge Road,
N. 52-36 E. 366 feet to a nail and cap in the center of said Road; thence
along the line of E. S. Cothran, S. 39 E. 245.7 feet to an iron pin; thence
S. 48-36 W. 178.2 feet to the point of beginning.

THIS being the same property conveyed to the mortgagor herein by deed of
Louise Smith Gaines, dated Sept 24, 1965, recorded in the RMC Office
for Greenville County, S.C. on Sept 29, 1965, IN Deed Book 783 at
Page 160.

THIS mortgage is second and junior in lien to that mortgage given to
Saluda Valley Federal Savings & Loan Association (now Home Savings & Loan)
in the amount of \$11,500.00, which mortgage was recorded in the RMC Office
for Greenville, S.C. in Mortgage Book 1009, Page 216 on Sept. 29, 1965.

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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