

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

GREENVILLE, S. C.
APR 16 3 51 PM '79
SCARLETT BANKERSLEY
R.M.C.

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MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 10th day of April, 19 79,
among Gary L. and Viki S. Capps (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
Eighteen thousand and 00/100 (\$ 18,000.00), the final payment of which
is due on April 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 situate, lying and being in the State of
South Carolina, County of Greenville, being known and designated as Lot 107 of a
subdivision known as Pebble Creek, Phase I as shown on plat thereof prepared by
Enwright Associates, Engineers, dated October, 1973, and recorded in the RMC Office
for Greenville County in plat book 5-D at pages 1-5, and having, according to said
plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the east side of the turnaround on Whittlin Way, joint
front corner of Lots 107 and 108, and running thence with the joint line of said
lots S. 74-26 W. 212.48 feet to an iron pin; thence N. 19-57 E. 190 feet to an iron
pin, joint rear corner of Lots 106 and 107; thence with the joint line of said lots,
S. 69-17 E. 180.6 feet to an iron pin on the east side of said turnaround; thence
with said turnaround following the curvature thereof, the chords of which are S. 41-35 W.
40 feet and S. 5-10 W. 27.9 feet to the beginning corner.

This is the same property conveyed to the mortgagors by deed of Robert G. Jones
recorded July 8, 1977 in deed volume 1060 at page 182.

THIS IS A SECOND MORTGAGE, junior in lien to that certain mortgage given by Gary L.
Capps and Viki S. Capps to Travelers Rest Federal Savings and Loan Association on
July 8, 1977 and being recorded in the RMC Office for Greenville County on August 24,
1977 in mortgage book 1407 at page 991.

The mortgagee's address is: 37 Villa Road, Suite 109, Greenville, SC 29615

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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