

37 Villa Road, Greenville, SC 29615
STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

GREENVILLE CO. S. C.

NOV 27 12 52 PM '79
DONNIE S. TANKERSLEY
R.M.C.

BOOK 1489 PAGE 523

MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 15th day of November, 19 79,
among Leo P. Malan and Rae E. Malan (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
Fifteen Thousand and No/100----- (\$ 15,000.00-----), the final payment of which
is due on November 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 lot of land in Greenville County, State of South Carolina, on the
southern side of Dublin Court, near the City of Greenville, being shown as
Lot 52 on plat of Spring Forest, recorded in Plat Book XX at Page 126, and
described as follows:

BEGINNING at an iron pin on the southern side of Dublin Court, at the corner
of Lot No. 53, and running thence with the southern side of said Court,
N. 78-26 E. 100 feet to an iron pin, corner of Lot No. 51; thence with line
of said lot, S. 21-36 E. 174.1 feet to an iron pin; thence S. 68-24 W. 149.5
feet to an iron pin at the corner of Lot No. 53; thence with the line of
said lot, N. 6-42 W. 198.3 feet to the beginning corner.

This is the same property conveyed to Leo P. Malan by deed of McCall Threatt Enterprises,
Inc. recorded in the R.M.C. Office for Greenville County, South Carolina on August 9,
1965 in Deed Book 779 at Page 476. Leo P. Malan deeded a one-half interest to his
wife, Rae E. Malan, as shown in deed recorded in the R.M.C. Office for Greenville
County on August 9, 1965 in Deed Book 779 at Page 438.

This mortgage is junior and second in lien to that mortgage given by Leo
P. Malan to Fidelity Federal Savings and Loan Association recorded in the
R.M.C. Office for Greenville County on August 9, 1965 in Mortgages Book
1003 at Page 439 in the original amount of \$10,000.00.

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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