

THIS MORTGAGE made this 17th day of October, 1984,
among Leonard Martin Carter and Dorothy R. Carter (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
Ten Thousand and No/100 Dollars (\$ 10,000.00), with interest thereon,
providing for monthly installments of principal and interest beginning on the 1st day of
December, 1984, and continuing on the 15th day of each month thereafter until the
principal and interest are fully paid;

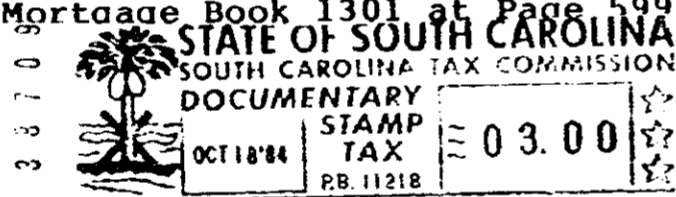
AND WHEREAS, to induce the making of said loan, Mortgagor has agreed to secure said debt and interest
thereon (together with any future advances) and to secure the performance of the undertakings prescribed in the
Note and this Mortgage by the conveyance of the premises hereinafter described:

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 with the buildings and
improvements thereon, situate, lying and being on the eastern side of
Jasper Drive in the County of Greenville, State of South Carolina, and
being shown and designated as Lot No. 208 on a plat of AUGUSTA ACRES
SUBDIVISION, prepared by Dalton & Neves, dated 1946, recorded in the RMC
Office for Greenville County, South Carolina in Plat Book S at Page 201,
and having the metes and bounds as shown thereon. Reference to which plat
is hereby craved for a complete description thereof.

This is the same property conveyed to the mortgagors herein by deed of Paul
Eugene Taylor, Jr. and Jean B. Taylor, dated December 21, 1973, recorded in
the RMC Office for Greenville County, South Carolina on January 2, 1974 in
Deed Book 291 at Page 501.

This mortgage is second and junior in lien to that mortgage given in favor
of Cameron Brown Company in the original amount of \$26,000.00 recorded in
the RMC Office for Greenville County on January 2, 1974 in Mortgage Book
1298 at Page 797. Said mortgage was re-recorded on February 12, 1974 in
Mortgage Book 1301 at Page 599.



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 and any note(s) secured by lien(s) having priority over Mortgagee's within described lien in
the amounts, in the manner and at the places set forth therein. This Mortgage secures payment of said Note
according to its terms, which are incorporated herein by reference.
2. TAXES. Mortgagor will pay all taxes, assessments, water rates, and other governmental or municipal
charges, fines, or impositions, for which provision has not been made hereinbefore, and in default thereof
the Mortgagee may pay the same; and will promptly deliver the official receipts therefor to the Mortgagee. If
the Mortgagor fails to make any payments provided for in this section or any other payments for taxes,
assessments, or the like, then, the entire amount of the debt secured, or intended to be secured, shall
forthwith become due, at the option of said Mortgagee.