

THIS MORTGAGE made this 9th day of May, 1982,
among Randell L. Holcomb (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
Eight Thousand Five Hundred and No/100 (\$ 8,500.00), the final payment of which
is due on May 15, 19 92, together with interest thereon as
provided in said Note, the complete provisions whereof are incorporated herein by reference;

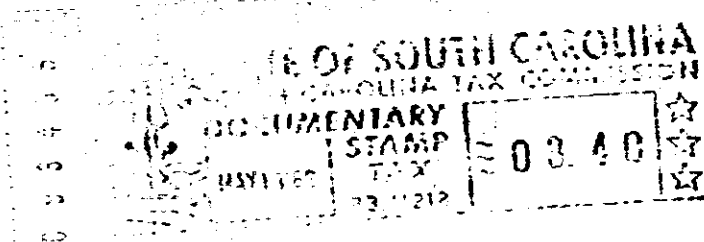
AND WHEREAS, to induce the making of said loan, Mortgagor has agreed to secure said debt and interest
thereon (together with any future advances) and to secure the performance of the undertakings prescribed in the
Note and this Mortgage by the conveyance of the premises hereinafter described:

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 of land, situate, lying and being in Greenville
County, South Carolina, being known and designated as Lot No. 53 on a
plat of Crestwood, Inc. which plat is recorded in the RMC Office for
Greenville County in Plat Book S, at Page 189, reference to which is herein
made for the metes and bounds description thereof.

This is the same property conveyed unto the Mortgagor by deed of William
V. Wade and Brenda R. Wade which is recorded in the RMC Office for Greenville
County, South Carolina in Deed's Book 1166, at Page 816, on May, 1982.

This mortgage is second and junior in lien to that mortgage given in
favor of Collateral Investment Company which mortgage was recorded in the
RMC Office for Greenville County in Mortgage Book 1137, at Page 639 in
the original amount of \$7,850.00.



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 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 Mortgagee's 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 herein before, and in default thereof the mort-
gagee 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.