

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.
NOV 1 3 16 PM '79
DONNIE S. TANKERSLEY
R.M.C.

BOOK 1486 PAGE 818

MORTGAGE OF REAL PROPERTY

BOOK 1491 PAGE 336

THIS MORTGAGE made this 24th day of October, 1979,
among John LaGrange Smith & Patricia T. Smith (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
Twenty thousand and 00/100 (\$ 20,000.00), the final payment of which
is due on November 15 1989, 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 in the County of Greenville, State of South
Carolina, situate, lying and being on the western side of Birnam Court and being known
and designated as Lot No. 21 of Birnam Woods Subdivision, plat of which is recorded in the
RMC Office for Greenville County in Plat Book 5-D at page 56 and having, according to
said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the western side of Birnam Court, joint front corner of Lots
21 and 22 and running thence with the common line of said lots, S. 84-00 W. 209.9 feet to
an iron pin; thence with the rear line of Lot 21, N. 06-00 W. 110 feet to an iron pin;
thence with the common line of Lots 20 and 21, N. 84-00 E. 210.7 feet to an iron pin on
the western side of Birnam Court; thence with said Court, S. 05-36 E. 110 feet to the point
of beginning.

This is the same property conveyed to the mortgagors by deed of Edwin C. Thomasson, Jr.
and Mary H. Thomasson dated October 31, 1979 and recorded in the RMC Office for Greenville
County in Deed Book 1114 at page 769.

This is a second mortgage, junior in lien to that certain mortgage given by John A. Bolen,
Inc. to First Federal Savings and Loan Association recorded in the RMC Office for
Greenville County in Mortgage Book 1486 at page 821 on November 1, 1979.

The mortgagee's address is: Charlotte, N. C. 28288

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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