37 Villa Road, Greenville, SC STATE OF SOUTH CAROLINA) COUNTY OF CREENVILLE THIS MORTGAGE made this __17th_ December __ (hereinafter referred to as Mortgagor) and FIRST among Gary W. Boley and Sandra L. Boley 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 No/100---- (\$ 20,000,00----), the final payment of which 19 90 , together with interest thereon as nis due on _ January 15 provided in said Note, the complete provisions whereof are incorporated herein by reference; Jennifer Court and State Park Road, S. 53-04 W. 35.35 feet to a point; thence along the northwestern edge of State Park Road, N. 82-48 W. 85.85 feet to the beginning corner. This being the same property conveyed to the mortgagors herein by deed of Virgil Burket, recorded in the R.M.C. Office for Greenville County, South Carolina on September 15, 1972 in Deed Book 955 at Page 274. This mortgage is second and junior in lien to that nortgage given to Fidelity Federal Savings and Loan Association in the original amount of \$30,900.00, recorded in the R.M.C. Office for Greenville County, South Carolina on February

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, of articles, whether in single units or centrally controlled, used to supply heat, gas, all conditioning water, light, power, refrigeration, ventilation or other services, and also together with any bridges with a part of 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 19082

TO HAVE AND TO HOLD the same with all privileges and appurtenances thereunto belonging to traces, its successors and assigns, forever, for the purposes hereinafter set out and Mortgagor covenants with Mortgagoe, 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 Mortgago, if any; and that Mortgagor, will warrant and defend title to the premises against the lawful claims of all persons whomsoeyer.

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.

FUMC 120 SC 12-76

