

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)
FIRST UNION MORTGAGE CORPORATION
Charlotte, North Carolina 28288
MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 5th day of March, 1982, among John L. Castles and Janet N. Castles (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 Seven Thousand, Seven Hundred and No/100 (\$7,700.00), the final payment of which is due on March 15, 1992, 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 in case the performance of the obligations secured hereby shall fail, thence along the southeastern edge of said road N. 67-25 E. 120.0 feet to the beginning corner.

This is the same property conveyed to the mortgagors herein by deed of Stewart B. Simms, Jr. and Dianne L. Simms which deed was recorded in the RMC office for Greenville County in Deed Volume 1156 at Page 853 on October 15, 1981.

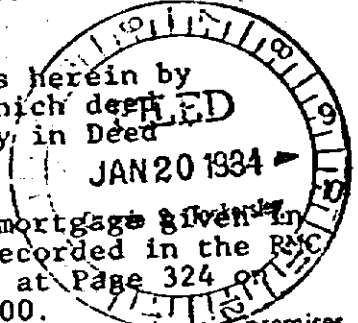
This mortgage is second and junior in lien to that mortgage given in favor of Greer Federal Savings & Loan Association recorded in the RMC Office for Greenville County in Mortgages Book 1555 at Page 324 on October 15, 1981 in the original amount of \$42,400.00. Together with all and singular the rights, members, hereditaments and appurtenances to and 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 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.



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FIRST UNION MORTGAGE CORPORATION

WITNESS: