FEE SIMPLE

SECOND MORTGAGE

THIS MORTGAGE, made this 7th day of

September

19 79by and between

CHARLES W. WERNER, JR. AND GALE G. WERNER

(the "Mortgagor") and UNION HOME LOAN CORPORATION OF SOUTH CAROLINA, a body corporate (the "Mortgagee"),

WHEREAS, the Mortgagor is justly indebted unto the Mortgagee in the sum of FIFTEEN THOUSAND SIX HUNDRED FIFTEEN AND NO/100Dollars (\$ 15,615,00), (the "Mortgage Debt"), for which amount the

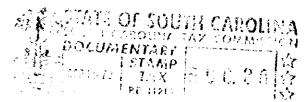
Mortgagor has signed and delivered a promissory note (the "Note") of even date herewith payable to the Mortgagee, or order, the final installment thereof being due on September 15, 1989.

KNOW ALL MEN, that the said mortgagor in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee, according to the condition of the said note, and also in consideration of the further sum ONE DOLLAR, to the said mortgagor in hand well and truly paid by the said mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presence do grant, bargain, sell and release unto the said mortgagee:

ALL that piece, parcel or lot of land, with all buildings and improvements thereon, situate, lying and being on the northeastern side of Camelot Drive, in Greenville County, South Carolina, being known and designated as Lot No. 3, and a portion of Lot No. 2 as shown on a plat of Holly Tree Plantation, made by Enwright Associates, Inc., dated May 28, 1973, recorded in the RMC Office for Greenville County, S.C. in Plat Book 4-X at page 36, and having, according to a plat entitled REVISION OF LOTS 1, 2 and 3, HOLLY TREE PLANTATION, made by Piedmont Engineers, Architects, and Planners, dated May 10, 1977, the following metes and bounds, to wit:

BEGINNING at an iron pin on the northeastern side of Camelot Drive at the joint front corner of Lots No. 3 and 4 and running thence with the common line of said lots, N. 64-48 E., 205.34 feet to an iron pin; thence S. 40-36 E., 155.0 feet to an iron pin in the rear line of Lot No. 2; thence a new line through Lot No. 2, S. 47-10 W., 231.7 feet to an iron pin on the northeastern side of Camelot Drive; thence along the northeastern side of Camelot Drive, N. 49-19 W., 52.22 feet to an iron pin; thence continuing along the northeastern side of Camelot Drive, N. 28-51 W., 134.42 feet to an iron pin; thence continuing along the northeastern side of Camelot Drive, N. 18-48 W., 37.97 feet to an iron pin, the point of beginning.

DERIVATION: Deed of Camelot, Inc., recorded in the RMC Office for Greenville County in Deed Book 1083 at page 572 on July 20, 1978.



TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or appertaining. The land and improvements are hereinafter referred to as the "property".

SUBJECT to a prior mortgage dated April 17, 1979, and recorded in the Office of the Register of Mesne Conveyance (Clerk of Court) of GREENVILLE County in Mortgage Book 1463, page 586, in favor of Fidelity Federal Savings and Loan Association.

TO HAVE AND TO HOLD all and singular the said premises unto the said mortgagee, its successors and assigns forever, and the mortgagor hereby binds himself, his successors, heirs, executors, administrators and assigns to warrant and forever defend all and singular the said premises unto the said mortgagee, its successors and assigns, from and against himself, his successors, heirs, executors, administrators and assigns, and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.

PROVIDED, that the Mortgagor shall well and truly pay or cause to be paid the Mortgage Debt hereby secured when and as the same shall become due and payable according to the tenor of the said Note and shall perform all the covenants herein on the Mortgagor's part to be performed, then this Mortgage shall be void.

6 30 000

March Services