

Mortgagee's Address:
Piedmont Center, Suite 103
33 Villa Rd.
Greenville, SC 29607

GREENVILLE, S.C.
MAY 6 3 53 PM '81
SECOND MORTGAGE

BOOK 1540 PAGE 450

* FEE SIMPLE

THIS MORTGAGE, made this 5th day of May
19 81 by and between Barckley W. Toole and Georgianna C. Toole

(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 Twenty-One Thousand Two Hundred Fifty & 00/100ths Dollars (\$ 21,250.00), (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 May 15, 1983

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 improvements thereon or hereafter constructed thereon, situate, lying and being at the western corner of the intersection of Stallings Rd. and Calico Court in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 8 on a plat of Pebble Creek, Phase I, prepared by Enwright Associates, dated September 17, 1973, recorded in Plat Book 5-D at page 5 and being described on a more recent plat of Barckley W. Toole and Georgianna C. Toole by Freeland & Associates dated April 29, 1981 recorded in Plat Book 80 at page 54, to-wit:

BEGINNING at an iron pin at the western corner of the intersection of Stallings Rd. and Calico Court and running thence along Stallings Rd. S. 37-49 W. 80 feet to an iron pin at the joint front corner of Lots 8 & 9; thence along the common line of said lots N. 73-44 W. 177.05 feet to an iron pin at the joint rear corner of said lots in the center of a 20 foot utility easement; thence along the common line of lots 7 & 8, which is the center line of said easement N. 37-06 E. 145 feet to an iron pin at the joint corner of said lots on the cul-de-sac of Calico Court; thence along said cul-de-sac the chord of which is S. 82-38 E. 49.5 feet to an iron pin on the southwestern side of Calico Court; thence along the southwestern side of Calico Court S. 52-11 E. 98.7 feet to an iron pin at the intersection of said court and Stallings Rd.; thence along said intersection, the chord of which is S. 7-11 E. 35.4 feet to the point of beginning.

This conveyance is made subject to any and all existing reservations, easements, rights-of-way, zoning ordinances and restrictions or protective covenants that may appear of record or on the premises and is made specifically subject to that certain 20 ft. utility easement shown on the aforementioned plats running along the common line of Lots 7 & 8.

DERIVATION: Deed of Union Home Loan Corp. of S.C. in Deed Book 1147 at page 583, recorded May 6, 1981.

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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 _____, and recorded in the Office of the Register of Mesne Conveyance of Greenville County in Mortgage Book 1540, page 446, in favor of American 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.

4.000CT

LOVE, TECHNICAL, A. SNODGRASS
FILED BY: [Signature]
N. GRANT: Barckley Toole
DEED NO. 525.6-1-8

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