Mortgagee's Address: Piedmont Center, Suite 103

33 Villa Rd.

Greenville, SC 29607

Green Fig. 50 s. acc: 1540 figs 668

FEE SIMPLE

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SECOND MORTGAGE

May

THIS MORTGAGE, made this 4th day of

STERY -ASLEY

1981, by and between

STEPHEN I. EPSTEIN

(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 Four Thousand Two Hundred Sixty-Two & 50 Dollars (S), (the "Mortgage Debt"), for which amount the 24,262.50 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 , 1991

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 situate, lying and being in the County of Greenville, State of South Carolina, shown and designated as Lot 52, Section One, Pelham Woods Subdivision, plat of which is recorded in the RMC Office for Greenville County, SC in Plat Book 4-F at Page 33 reference to which is hereby made for a more complete description.

DERIVATION: Deed of James W. and Sallie I. Goldfinch recorded 5/5/81, in Deed Book 1147 at Page 490.

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".

, and recorded in the Office of the Register of Mesne Conveyance SUBJECT to a prior mortgage dated 6/23/72 o (CHARANCOUNT) of Greenville County in Mortgage Book 1238, page 381, in favor of Cameron

Brown. 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 LOVE, THORNTON, ARNOLD & THOMASO herein on the Mortgagor's part to be performed, then this Mortgage shall be void.

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