THIS MORTGAGE is made this. 11th. day of July.

19.84., between the Mortgagor, 11. 10 Pobert. M. Talley and Sally M. Talley.

of South Carolina. (herein "Borrower"), and the Mortgagee, Union Home Loan Corporation of South Carolina.

existing under the laws of the State of South Carolina.

whose address is Suite 205, Heaver Plaza, 1301 York Road

Lutherville, Maryland 21093. (herein "Lender").

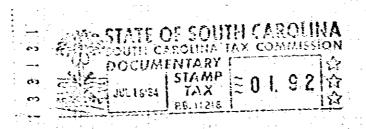
To Secure to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville....., State of South Carolina:

ALL that certain piece, parcel or lot of land located in the County of Greenville, State of South Carolina, and being known and designated as Lot No. 11, according to a plat of Duff Property, recorded in the R.M.C. Office for Greenville County in Plat Book FF at Page 404, and having, according to a more recent plat, entitled "Property of Robert Michael Talley and Sally Marie Talley" by Freeland and Associates dated November 9, 1978, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northern edge of Carswell Avenue at the joint front corner of Lots 10 and 11 and running thence with the line of Lot 10, N. 38-27 W. 202.75 feet to an iron pin on the Southern side of Middle Street; thence with Middle Street, N. 46-51 E. 146.57 feet to an iron pin at the joint rear corner of Lots 11 and 12; thence with the line of Lot 12, S. 26-30 E. 223.03 feet to an iron pin on the Northern edge of Carswell Avenue; thence with Carswell Avenue, S. 53-30 W. 99.89 feet to an iron pin, the point of beginning.

This is that property conveyed to Mortgagor by deed of Roger D. Poole and Donna R. Poole recorded November 13, 1978 in the RMC Office for Greenville County, South Carolina, in Deed Book 1091 at Page 692.

This is a second mortgage junior to that of NCNB recorded November 13, 1978 in the RMC Office for Greenville County, South Carolina, in Mortgage Book 1449 at Page 984 in the original amount of \$27,050.00.



TO HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender. Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and

OUTH CAROLINA-HOVE IMPROVE

SOUTH CAROLINA-HOME IMPROVEMENT-1/80-ENMAJEHLING UNIFORM INSTRUMENT