Suite 103,00 Fied of the Son 33 Villa Road 29607 Greenville, SC

**FEE SIMPLE** 

SECOND MORTGAGE.

April THIS MORTGAGE, made this 28th day of Freddie Dow Colston, III and Janice C. Colston 1983, by and between

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

), (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, 1993.

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 certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 190 of a subdivision known as Coach Hills as shown on a plat thereof prepared by Piedmont Engineers, Architects and Planners recorded in the RMC Office for Greenville County in Plat Book 4-X at Pages 85 and 86 and revised plat recorded in Plat Book 4-X at Page 94 and having according to said revised plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the northern side of Dawnwood Drive at the joint front corner of Lots Nos. 189 and 190 and running thence along the northern side of Dawnwood Drive, S 69-50 W, 62.36 feet to an iron pin thence continuing along the northern side of Dawnwood Drive, S 65-47 W, 45.43 feet to an iron pin at the intersection of Dawnwood Drive and Hitching Post Lane; thence with the curvature of said intersection, the chord of which is N69-12 W, 35.35 feet to an iron pin on the eastern side of Hitching Post Lane thence with the eastern side of Hitching Post Lane, N 24-12 W, 93.66 feet to an iron pin at the joint corner of Lots 190 and 191; thence with the joint line of said Lots, N 82-23 E, 171.55 feet to an iron pin in the line of Lot 189; thence with the line of Lot 189, S 0-57 E, 80.69 feet to the point of beginning.

DERIVATION: Deed of Southland Properties, Inc. recorded March 23, 1976 in Deed Book 1033 at page 557.

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

SUBJECT to a prior mortgage dated March 19, 1976 recorded in the Office of the Register of Mesne Conveyance (Clerk of Court) of Greenville County in Mortgage Book 1363, page 17

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 berein on the Mortgagor's part to be performed, then this Mortgage shall be void.