FEE SIMPLE SONNES BLANKS R.M.C.

SECOND MORTGAGE

THIS MORTGAGE, made this 10th day of February

1978, by and between Robert Kenneth Sprouse and Martha J. Sprouse

(the "Mortgagor") and UNION HOME LOAN CORPORATION OF SOUTH CAROLINA, a body corporate (the "Mortgagee"), WHEREAS, the Mortgagog disjustly indebted unto the Mortgagee in the sum of Twenty-one Thousand Seven Hundred Fifty-six and Dollars (\$ 21,756.50), (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,

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 February 15, 1988.

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, with all improvements thereon, of hereafter constructed thereon, situate, lying and being in the State of South Carolina, county of Greenville, on the southeastern side of Quail Trail being known and designated as Lot No. 24 cm a plat of the property of R. G. Pace recorded in the R. M. C. Office for Greenville County in Plat Book ZZZ at page 129, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the southeastern side of Quail Trail which iron pin is located 429.7 feet in a southwesterly direction from Parker Road running thence S 40-00 E 124 feet to an iron pin; thence N 68-35 E 150 feet to an iron pin; thence N 28-10 W 102.7 feet to an iron pin on the southeastern side of Quail Trail; running thence with the said side of Quail Trail N 69-57 E 62.5 feet; thence continuing with the said side of Quail Trail N 52-45 E 62.5 feet to the point of beginning.

This being the same property conveyed to Robert Kenneth Sprouse and Martha J. Sprouse by R. G. Pace by deed dated June 5, 1969, and recorded June 6, 1969, in Deed Book 869, page 381, R. M. C. Office for Greenville County.

DOCUMENTARY STAMP TO 8.72

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

SUBJECT to a prior mortgage dated 6/5/69, and recorded in the Office of the Register of Mesne Conveyance (Clerk of Court) of Greenville County in Mortgage Book 1127, page 665

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 cand as the same shall become due and payable according to the tenor of the said Note and shall perform all the covenants cherein on the Mortgagor's part to be performed, then this Mortgage shall be void.