Suite 205 Heaver Plaza 1301 York Road Lutherville, MD. 21093

200x 1439 PAGE 221

**FEE SIMPLE** 

THIS MORTGAGE, made this 24th day of July

1978, by and between DAVID W. TALLEY and LINDA C. TALLEY

(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 SIX THOUSAND ONE HUNDRED

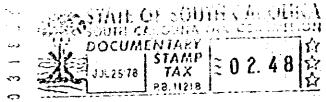
SEVENTEEN & 25/100 Dollars (\$ 6,117.25 ), (the "Mortgage Debt"), for which amount the Mortgagor has signed and delivered a promissory note (the "Note") of even date herewith payable to the Mortgagee, or order, the final installment thereof being due on August 15, 1988

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 piece, parcel or tract of land, with all improvements thereon, containing 17.5 acres, more or less, situated in Greenville County, State of South Carolina, (acreage includes 2.24 acres in Duke Power Right of Way) in O'Neal Township, about 5 miles north of Greer on the northeast side of S.C. Highway No. 135, also known as McElhaney Road, near Washington Baptist Church, and being shown and designated as "property of M. L. Cox Estate" dated August 1, 1972, prepared by John A. Simmonrs, surveyors, recorded in Plat Book 4-U, page 51, R.M.C. Office for Greenville County, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at a nail and cap in the center of S.C. Highway No. 135 (iron pin back at 40.2 feet) and running along and with the center of S.C.Highway No. 135 S. 29-58 W. 488 feet, S. 31-18 W. 100 feet, S. 36-54 W. 100 feet, S. 41-24 W. 100 feet, S. 42-09 W. 100 feet, S. 45-34 W. 100 feet, S. 51-58 W. 108.1 feet; thence leaving S.C.Highway No. 135 and running thence S. 67-15 E. 27.8 feet to an iron pin; thence S. 77-03 E. 966 feet to a cedar stump; thence N. 40-17 E. 272.5 feet to an iron pin; thence N. 44-23 E. 365 feet to an iron pin; thence N. 49-53 W. 983.7 feet to the point of beginning.

This being the same property heretofore conveyed to the Mortgagors herein by deed of Howard Thomason, Jr. and Margaret W. Thomason dated and recorded September 14, 1977 in Deed Book 1084, at page 792, R.M.C. Office for Greenville County, South Carolina.



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 9-14-77, and recorded in the Office of the Register of Mesne Conveyance (Clerk of Court) of Greenville County in Mortgage Book 1409, page 827

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.

4328 RV.28

The Wilders