Mortgagee's Address: Suite 103-Piedmont Center 33 Villa Rd., Gv1, SC 29607

FEE SIMPLE

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SECOND MORTGAGE

BOOK 1448 #3E 176

THIS MORTGAGE, made this 23rd day of October 1978, by and between Joseph L. Walton, III

(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 Eleven thousand two hundred sixty and no/100ths Dollars (\$ 11,260.00), (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 November 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 lot of land situate on the southeastern side of Wayne Drive in the County of Greenville, State of South Carolina, being shown as Lot 58 on a plat of Edwards Forest, Section 2, dated March, 1967 prepared by Dalton & Neves, Surveyors recorded in Plat Book RR at Page 20 in the RMC Office for Greenville County and having, according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the southeastern side of Wayne Drive at the joint front corner of Lot 58 and Lot 59 and running thence with Lot 59, S 33-15 E 180 feet to an iron pin at the joint rear corner of Lots 58, 59 and 70; thence with Lot 70, S 56-45 W 100 feet to an iron pin at the joint rear corner of Lot 57 and Lot 58; thence with Lot 57, N 33-15 W 180 feet to an iron pin on Wayne Drive; thence with said Drive, N 56-45 E 100 feet to the point of beginning.

This is the same property conveyed to the Mortgagor by deed of Eugene R. Henderson recorded on January 30, 1976 in Deed Book 1030 at Page 925 in the RMC Office for Greenville County.

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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 January 29, and recorded in the Office of the Register of Mesne Conveyance (XXXXXXXXXX) of Greenville County in Mortgage Book 1359, page 234.

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.

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