ROOK 1443 PAGE 800

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

FEE SIMPLE

SECOND MORTGAGE

THIS MORTGAGE, made this 30thday of October 1978, by and between ALFRED WAYNE CASH

(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 TWENTY-THREE TIOUSAND SIX HUNDRED THIRTY AND NO/100--- Dollars (\$ 23,630.00), (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 Nov. 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:

TRACT NO. 1: ALL that piece, parcel or lot of land with all improvements thereon or hereafter constructed thereon, situate, lying and being in the State of S.C., County of Greenville located near U.S. Highway 25-South below Moonville, S.C. and being more fully described as follows: BEGINNING at an iron pin 270 ft. NW of the western right of way of Augusta Rd. (US Hwy. 25-So.) and running thence N 80-10 W 450 ft. to an iron pin above line running with the land of Dr. Martin; thence S 7-35 W 204.1 ft. to an iron pin; thence S 82-25 E 450 ft. to an iron pin 270 ft. from Augusta Rd.; thence N 7-35 E 180.8 ft. to the beginning corner, containing 2.0 acres, more or less. (Same prop. conveyed to Alfred Wayne Cash by deed of Daisy B. Cash, recorded April 29, 1958 in DB 597, pg. 291, RMC Gvl. Co.)

TRACT NO. 2: ALL that certain piece, parcel or lot of land together with the buildings and improvements thereon situate, lying and being in the State of S.C., County of Greenville in Grove Township on the western side of U.S. Hwy. 25 below settlement known as Moonville and having the following metes and bounds, to-wit: BEGINNING at an iron pin on the western edge of U.S. Hwy. 25 (the Augusta Rd) at the joint front corner of property now or formerly of Daisy B. Cash and Dr. W. T. Martin and running thence along Dr. Martin's line N 80-10 W 270 ft. to an iron pin at the corner of 2 ac. lot of Alfred Wayne Cash; thence along the line of that tract S 7-35 W 50 ft. to a new corner; thence S 80-10 E 270 ft. to an iron pin on western edge of the right of way of U.S. Hwy. 25; thence along the western edge of said right of way N 7-35 E 50 ft. to the beginning corner. (Same prop. conveyed Alfred Wayne Cash by Daisy B. Cash, recorded 10-9-64, DB 759,pg.313, RMC Gv1.Co.)

TRACT NO. 3: ALL that certain piece, parcel or lot of land together with the buildings and improvements thereon situate, lying and being in the State of S. C., County of Greenville, Grove Township on the western side of U.S. Hwy. 25 below the settlement known as Moonville and having the following metes and bounds, to-wit: BEGINNING at an iron pin, joint corner of property of Alfred Wayne Cash and running thence along U.S. Hwy. 25 S 7-35 W 120 ft., joint corner of property now or formerly of Daisy B. Cash; and running thence along the line of Daisy B. Cash N 80-10W (CONTINUED ON BACK)

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 3-23-77, and recorded in the Office of the Register of Mesne Conveyance (Clerk of Court) of GreenvilleCounty in Mortgage Book 1392, page 940 on March 29, 1977.

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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