Mortgagee's Address: Suite 103 Piedmont Center 33 Villa Road Greenville, SC 29607

FEE SIMPLE

SECOND MORTGAGE

BOOK 1453 FAGE 519

THIS MORTGAGE, made this 20thday of December

1978, by and between Brian G. Hawthornthwaite and Michaele P. Hawthornthwaite

(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 Thirty-one thousand two hundred eighty-one Dollars (\$ 31,281.50-----), (the "Mortgage Debt"), for which amount the \$50/100ths 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 January, 15, 1989.

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, situate, lying and being in Greenville County, South Carolina, on the southerly side of Maplewood Drive and being known and designated as Lot No. 28 on a Plat of Pelham Woods, Sec. I, as shown on a Plat recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 4-F at Page 33 and having, according to said plat, the following metes and bounds:

BEGINNING at the joint front corner of lots 27 and 28 on the southerly edge of Maplewood Drive and running thence along a line of lot 27 S. 11-28 W. 218.95 feet to a point on Rocky Creek; thence along the meanders of the creek as the line by the following traverse/ N. 81-01 E. 20 feet to a point; thence S. 60-31 E. 46.2 feet to a point; thence N. 87-11 E. 62.40 feet to a point on said creek; thence along a line of lot 29 N. 02-13 E. 219.25 feet to a point on the southerly edge of Maplewood Drive; thence along the southerly edge of Maplewood Drive N. 83-41 W. 89.92 feet to the beginning corner.

DERIVATION: Deed of Frank L. Whisnant, Jr. recorded January 12, 1978 in Deed Book 1071 at Page 807.

AS to the above described property, this mortgage constitutes a lien secondary and junior to that originally executed by Dennis A. Smeltz, et al, to Cameron-Brown, recorded in Mortgage Book 1220 at Page 491 on January 18, 1972.

TRACT NO. 2

ALL that 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. 18, Sundown Circle, Peppertree Subdivision, Sec. I, as shown on a Plat dated February 17, 1972, recorded in Plat Book 4N at Page 72, and having, according to said plat, the following metes and bounds, to-wit:

(CONTINUED)

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

(see descriptions for each tract), and recorded in the Office of the Register of Mesne Conveyance

(Clerk of Court) of

County in Mortgage Book

, page

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.

فتغيره يباريني ولوم الاعاموان