same or any part thereof.

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

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SECOND MORTGAGE

THIS MORTGAGE, made this 27thday of July

19 79 by and between James D. Tooley and Carol P. Tooley

(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 Seven thousand nine hundred seventy & No/100ths Dollars (\$ 7,970.00), (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 August 15, 1987

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 lot of land, with all improvements thereon or hereafter constructed thereon, situate, lying and being on the northwestern side of the cul-de-sac of Meadowiew Drive in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 11 on Plat of The Meadows, Sec. II, prepared by W. R. Williams, Jr., RLS, dated November 8, 1976, recorded in Plat Book 5-P at Page 75 and being described more particularly, according to said plat, to-wit:

BEGINNING at an iron pin on the northwestern side of the cul-de-sac of Meadowview Drive at the joint front corner of Lots 10 and 11 and running thence along the common line of said lots N. 71-53 W. 176.4 feet to an iron pin at the joint rear corner of said lots; thence N. 26-06 W. 50 feet to an iron pin; thence N. 63-22 E. 188.7 feet to an iron pin at the joint rear corner of Lots 11 and 12; thence along the common line of said Lots S. 17-57 E. 166.4 feet to an iron pin at the joint front corner of said lots on the northern side of the cul-de-sac of Meadowview Drive; thence with the northern side of said cul-de-sac, the curve of which is S. 48-56 W., 40 feet to an iron pin, the point of beginning.

DERIVATION: Deed of United Builders, Inc., recorded July 30, 1979 in the RMC Office for Greenville County in Deed Book 1108 at Page 135.

OF STATE OF SOUTH CAROUNA CORNERS ON SOUTH CAR

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

recorded SUBJECT to a prior mortgage detect 4/6/78 , and recorded in the Office of the Register of Mesne Conveyance

(Crek of Court) of Greenville County in Mortgage Book 1428. page 161 and assumption agreement by Jas D. Tooley et ux, recorded 7/30/79 in Mtg. Book 1475 at Page 85. 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 whomseever lawfully claiming or to claim the

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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