Mortgagees' address:

18 Selwyn Drive Greenville, SC 29607

FEE SIMPLE

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SECOND MORTGAGE

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THIS MORTGAGE, made this 21st day of August,

1979, by and between Barry L. Steadham and Virginia K. Steadham,

(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 Five Hundred Ninety and no/100-- Dollars (\$11,590.00), (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 9/15/89,

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 certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being on the easterly side of Selwyn Drive near the City of Greenville, South Carolina, being shown as Lot No. 29 on the plat of Timberlake as recorded in the RMC Office for Greenville County, South Carolina, in Plat Book BB at Page 185 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING At an iron pin on the easterly side of Selwyn Drive at a point 763.9 feet north of the northeasterly corner of the intersection of Selwyn Drive and Spartanburg Road, said pin being the joint front corner of Lots Nos. 28 and 29 and running thence along the joint line of said lots, N. 84-16 E. 253.8 feet to an iron pin in the line of Lot No. 40; thence along the line of Lot No. 40, N. 2-03 E. 64.9 feet to an iron pin, joint rear corner of Lots Nos. 29 and 30; thence along the joint line of said lots, S. 89-56 W. 264 feet to an iron pin on the easterly side of Selwyn Drive; thence along the easterly side of Selwyn Drive, S. 5-44 E. 90 feet to the point of beginning.

DERIVATION: Deed of Robert B. Lockwood recorded September 14, 1973 in Deed Book 984 at Page 20.

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 5/14/76, and recorded in the Office of the Register of Mesne Conveyance (Clerk of Court) of Greenville County in Mortgage Book 1367, page 655 in favor of First Federal

Savings & Loan.

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 shall become due and payable according to the tenor of the said Note and shall perform all the covenants hereithon the Mortgagor's part to be performed, then this Mortgage shall be void.

Carlot Ca