Piedmont Center Suite 103 33 Villa Road Greenville, S.C. 29607

FEE SIMPLE

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SECOND MORTGAGE

-- 1485 au 239

THIS MORTGAGE, made this 22 day of October

1979, by and between JAMES P, HERRING and SHARON H, HERRING

(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 Eight Thousand Seven Hundred

Fourteen and 50/100-Dollars (\$ 8,714.50

53.5

), (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 piece, parcel or lot of land, together with all buildings and improvements thereon, situate, lying and being on the southeastern corner of the intersection of Stoney Creek Drive with Burning Bush Lane, in the City of Mauldin, County of Greenville, South Carolina, being known and designated as Lot No. 85 as shown on a plat entitled, FORRESTER WOODS, SECTION 7, made by R. B. Bruce, dated February 12, 1975, recorded in the R. M. C. Office for Greenville County, South Carolina in Plat Book 5-P at Pages 21 and 22, and having, according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Burning Bush Lane at the joint corners of Lots Nos, 84 and 85 and running thence along the common lines of said lots, S. 17-48 W., 100 feet to an iron pin; thence along the common lines of Lots Nos. 85 and 86, N. 72-12 W., 150 feet to an iron pin on the eastern side of Stoney Creek Drive; thence along the eastern side of Stoney Creek Drive, N. 17-48 E., 75 feet to an iron pin; thence with the curve of the intersection of Stoney Creek Drive with Burning Bush Lane, the chord of which is: N. 62-48 E., 35.3 feet to an iron pin on the southwestern side of Burning Bush Lane; thence along the southwestern side of Burning Bush Lane, S. 72-12 E., 125 feet to an iron pin, the point of beginning.

Derivation: Deed of Mary I. Ricchi recorded April 23, 1979 in Deed Book 1101 at Page 49.

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 April 20,1979, and recorded in the Office of the Register of Mesne Conveyance

Add biddish of Greenville County in Mortgage Book 1464, page 41 in favor of Fidelity Federal Savings & Loan Association.

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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