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## SECOND MORTGAGE

THIS MORTGAGE, made this 12th day of November

1981, by and between a Charles D. Yoder and Lynn J. Yoder

(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-Five Thousand and no/100----- Dollars (\$ 25,000.00 ), (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 November 15, 1991.

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 buildings and improvements thereon, situate, lying and being on the northern side of West Seven Oaks Drive in Gantt Township, Greenville County, South Carolina being known and designated as Lot No. 41 as shown on a plat entitled CHANTICLEER, SECTION I, made by R. K. Campbell dated September 29, 1962, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book YY at Page 97 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of West Seven Oaks Drive at the joint front corner of lots nos. 41 and 40 and running thence along the common line of said lots, N. 17-35 E. 143 feet to an iron pin; thence N. 43-39 W. 146.6 feet to an iron pin at the joint rear corner of lots nos. 41 and 42; thence along the common line of said lots, S. 16-17 W. 191 feet to an iron pin on the northern side of West Seven Oaks Drive; thence with the northern side of West Seven Oaks Drive, S. 68-31 E. 60 feet to an iron pin and S. 63-52 E. 65 feet to an iron pin, the point of beginning.

The above property is the same property conveyed to the mortgagors by deed of James E. Lipscomb, Jr. and Anne M. Lipscomb to be recorded herewith.

This mortgage is second mortgage junior in lien to a mortgage given by the mortgagors to James E. Lipscomb, Jr. and Anne M. Lipscomb in the original sum of \$100,000.00 of even date herewith.

Mortgagee's address: 1301 York Road, Suite 205 Lutherville, Maryland 21093

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

SUBJECT to a prior mortgage dated Nov. 12,1981, and recorded in the Office of the Register of Mesne Conveyance.

O (Clerk of Court) of Greenville 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 both perform all the covenants herein on the Mortgagor's part to be performed, then this Mortgage shall be void.

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