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**FEE SIMPLE** 

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## SECOND MORTGAGE

THIS MORTGAGE, made this 10th day of December

19 82 by and between JAMES F. GILBERT AND BARBARA L. GILBERT

(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-TWO THOUSAND SEVEN and 50/100

HUNDRED FIFTY-SEVEN/Dollars (\$ 22,757.50 ), (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 December 15, 1992

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, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, and being known and designated as lot No. 18 on plat of property entitled "Millcreek Estate," prepared by Freeland Associates-Engineers and Surveyors, and recorded in Plat Book 5 D at Page 54 on May 7, 1974, in the R.M.C. Office for Greenville County, South Carolina, reference being made to said Plat having a metes and bounds description thereof.

Derivation: Deed Book 1002, Page 145 - Mill Creek, A Limited Partnership 6/28/74

MORTGAGEE'S ADDRESS: 1301 York Road, Suite 205 Lutherville, Md. 21093

STATE OF SOUTH CAROLINA

DOCUMENTARY

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STATE OF SOUTH CAROLINA

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

SUBJECT to a prior mortgage datedApril 8,1977, and recorded in the Office of the Register of Mesne Conveyance (Clerk of Court) of Greenville County in Mortgage Book 1394, page 138

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.

7.4328 RV.24