

FEE SIMPLE

GREENVILLE, S.C.
FILED
MAY 13 4 01 PM '83
DONNIE S. STANLEY
R.M.C.

SECOND MORTGAGE

BOOK 1396 PAGE 586
Suite 103, Piedmont Center
33 Villa Road
Greenville, SC 29607

THIS MORTGAGE, made this 12th day of May
1983, by and between James David Smith and Judy P. Smith

(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 Ten thousand nine hundred ninety-two and 50/100ths Dollars (\$10,992.50), (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 May 15, 1993

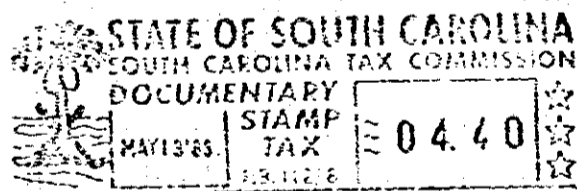
KNOW ALL MEN, that the said mortgagor in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee, according to the condition of the said note, and also in consideration of the further sum ONE DOLLAR, to the said mortgagor in hand 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 near the City of Greenville, in the County of Greenville, State of South Carolina, on the northeastern side of Gardenia Drive, being known and designated as Lot No. 85 of Westwood Terrace, formerly Cedar Lane Gardens, a plat of which is recorded in the RMC Office for Greenville County in Plat Book "GG" at Page 139, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the northeastern side of Gardenia Drive at the joint front corners of Lots Nos. 85 and 86, which point is 125.8 feet from the intersection of said Drive and an unnamed street, and running thence N 56-12 E, 150 feet to a point; thence S 33-48 E, 70 feet to a point; thence S 56-12 W, 150 feet to a point on Gardenia Drive; thence with said Drive N 33-48 W, 70 feet to the point of beginning.

DERIVATION: Deed of Michael W. Durham and Patricia G. Durham recorded May 31, 1977 in Deed Book 1057 at Page 557.

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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 May 30, 1977 and recorded in the Office of the Register of Mesne Conveyance (Clerk of Court) of Greenville County in Mortgage Book 1399, page 371

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.

