X

FEE SIMPLE

SECOND MORTGAGE

APR 20 1978 -

THIS MORTGAGE, made this 18 thday of April

19 78 by and between Richard J. Whelan and Gloria H. Whelan

(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 NINETEEN THOUSAND ONE HUNDRED

SEVERTY AND NO/100---- Dollars (\$ 19,170.00), (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 May 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 certain piece, parcel, or lot of land in the County of Greenville, State of South Carolina, on the southern side of Wilmington Road, being shown and designated as Lot No. 337, on a plat of Botany Woods, Section VII, recorded in the RHC Office for Greenville County, S. C., in Plat Book "YY" at Pages 76 and 77.

This being the same property conveyed to Richard J. Whelan and Gloria H. Whelan by Wanda Y. Farrar, by deed dated October 8, 1976, recorded October 22, 1976, in Deed Book 1045, page 56, RHC Office for Greenville County, South Carolina.

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 October 21, and recorded in the Office of the Register of Mesne Conveyance (Clerk of Court) of Greenville County in Mortgage Book 1381, page 132.

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.

28 RW-2

O.