Mortgagee's Address: 33 Villa Rd., Suite 103 Piedmont Center, Greenville S. C. 29607

FEE SIMPLE

HAR 19 4 47 SECOND MORTGAGE

VOL 1400 PAGE 163

THIS MORTGAGE, made this 12 TAM TO SINEAR Ch

1979, by and between Clifford J. Bartley and Carol A. Bartley

(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 Two thousand seven hundred forty-four and NO/100tbs (\$ 2,744.00), (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 April 15, 1982.

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 improvements thereon, or hereafter constructed thereon, situate, lying and being on the western side of the cul-de-sac of Suffolk Court in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 66 on Plat of River Downs, prepared by Piedmont Engineers, Architects & Planners, dated July 17, 1974, recorded in Plat Book 4-R at Pages 75 and 76 and being described more particularly, according to said Plat, to-wit:

BEGINNING at an iron pin on the western side of the cul-de-sac of Suffolk Court at the joint front corner of Lots 65 and 66 and running thence along the common line of said lots N. 52-19 W. 196.47 feet to an iron pin at the joint rear corner of said Lots; thence S. 65-34 W. 220 feet to an iron pin at the joint rear corner of Lots 66 and 70; thence S. 48-08 E. 184.23 feet to an iron pin at the joint rear corner of Lots 66 and 67; thence along the common line of said lots N. 76-00 E. 205 feet to an iron pin at the joint front corner of said lots on the cul-de-sac of Suffolk Court; thence along said Court N. 09-25 E. 25 feet to an iron pin; thence N. 38-41 E. 25 feet to an iron pin, the point of beginning.

DERIVATION: Deed of Douglas Company, recorded February 18, 1976 in Deed Book 1031 at Page 760.

THIS mortgage is junior in lien and secondary to that mortgage of Clifford J. Barelty and Carol A. Bartley to NCNB, in the original amount of \$42,000.00 recorded February 18, 1976 in Mortgage Book 1360 at Page 407; subsequently assigned to C. Douglas Wilson & Co. by instrument recorded April 20, 1976 in Mtg. Bk. 1365 Page 417, then assigned to Government National Mortgage by assignment recorded April 20, 1976 in Mtg. Bk. 1365 at Page 418, and finally assigned to Federal National Mortgage Association, by instrument recorded December 29, 1976 in Mtg. Bk. 1386 at Page 256.

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

SUBJECT to a prior mortgage dated (see above), and recorded in the Office of the Register of Mesne Conveyance

(Clerk of Court) of

County in Mortgage Book

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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 here on the Mortgagor's part to be performed, then this Mortgage shall be void.

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