Mortgagee's Address: Suite 103 Piedmont Center 33 Villa Road, G'ville SC 29607

SECOND MORTGAGE

VOL 1468 HAGE 80

THIS MORTGAGE, made this 29th day of May

FEE SIMPLE

19 7 9, by and between WILLIAM R. GAMBRELL and KATHY H. GAMBRELL

(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 Eleven thousand five hundred ninety and No/100ths Dollars (\$11,590.00), (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 June 15, 1989.

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 of lot of land, with all improvements thereon or hereafter constructed thereon, situate, lying and being in the County of Greenville, State of South Carolina, on the northeastern side of Lester Avenue, being shown and designated as Lot No. 32 on Plat of Union Bleachery Village, prepared by Piedmont Engineering Service, dated March, 1959, recorded in Plat Book QQ at Pages 80 and 81 and being described more particularly, according to said plat, to-wit:

BEGINNING at an iron pin on the northeastern side of Lester Avenue at the joint front corner of Lots 31 and 32 and running thence along the common line of said lots N. 51-44 E. 151.9 feet to the joint rear corner of Lots 31, 32, 57 and 58 in the center of a 20-foot alley; thence along the common line of lots 32 and 57 S. 38-22 E. 67.7 feet to an iron pin at the joint corner of said lots on the northern side of Latimer Street; thence along the northern side of of said street S. 51-30 W. 151.9 feet to an iron pin ats the intersection of Latimer Street and Lester Avenue; thence along the northeastern side of said avenue N. 38-20 W. 68.4 feet to an iron pin, the point of beginning.

DERIVATION: Deed of Viola B. Sheppard, recorded August 11, 1975 in Deed Book 1022 at Page 515.

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 8/8/75, and recorded in the Office of the Register of Mesne Conveyance (Clerk of Court) of GreenvilleCounty in Mortgage Book 1345, page 898, to Viola B. Sheppard recorded 8/11/75.

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.

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