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

SECOND MORTGAGE

THIS MORTGAGE, made this 15th ay of August

1979, by and between Robinson H. Stubley, Jr. and Elaine W. Stubley

(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-four thousand three 50/100ths hundred thirty-two & Dollars (\$ 24,332.50 ), (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 August, 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 or lot of land, with all improvements thereon or hereafter constructed thereon, situate, lying and being on the northeastern corner of the intersection of Wembley Road and Hialeah Drive in the County of Greenville, State of South Carolina, being shown and designated as a major portion of Lot #366 on Plat of Gower Estates, Section B-1, prepared by R.K. Campbell, R.L.S., recorded in Plat Book XX at Page 107, revised by Plat recorded in Plat Book MMM at Page 101 and being described more particularly, according to said revised Plat, to-wit:

BEGINNING at an iron pin at the northeastern corner of the intersection of Wembley Road and Hialeah Drive and running thence along said road N. 72-31 E. 66 feet to an iron pin; thence N. 66-10 E. 92.2 feet to an iron pin at the joint front corner of Lots #366 and 367; thence along the common line of said Lots N. 22-45 W. 93 feet to an iron pin; thence along a new line through Lot #366 S. 89-53 W. 128.2 feet to an iron pin at the joint front corner of Lots #366 and 370 on the eastern side of Wembley Road; thence along said road S. 2-35 W. 126 feet to an iron pin at the corner of the intersection of said road and Hialeah Drive; thence with the curve of said intersection, the cord of which is S. 55-54 E. 27.7 feet to an iron pin, the point of beginning.

DERIVATION: Deed of M. G. Proffitt, Inc. recorded May 6, 1966 in Deed Book 797 at Page 629.

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 12/3/65 , and recorded in the Office of the Register of Mesne Conveyance (Clerk of Court) of Greenville County in Mortgage Book 1015, page 631 to Fidelity Federal.

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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