FEE SIMPLE

* ERSLEY SECOND MORTGAGE

THIS MORTGAGE, made this 24th day of August

1979, by and between OTIS L. ALLEN AND GENA B. ALLEN

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

(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 THOUSAND EIGHT HUNDRED

FIFTY TWO AND 50/100-- Dollars (\$ 20,852.50), (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 September 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:

PARCEL NO. 1: ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of S.C., County of Greenville, in the City of Mauldin, being known and designated as Lot No. 38 on Plat of Forrester Woods, Sec. 7, recorded in the RMC Office for Greenville County in Plat Book 5-P at pages 21 and 22, and having the following metes and bounds, to wit:

BEGINNING at an iron pin at the joint front corner of Lots No. 38 and 39 on the eastern side of Piney Grove Road; running thence up the joint line of Lots No. 38 and 39, S. 77-54 E., 195 feet to an iron pin; running thence along the rear lines of Lots 47 and 48, N. 19-48 E., 180.2 feet to an iron pin; running thence N. 72-12 W., 100 feet to an iron pin at the corner of Lots No. 37 and 38; running thence down the joint line of said lots, S. 54-35 W., 151 feet to the Piney Grove Road cul-de-sac; running thence around said cul-de-sac, the chord of which is S. 5-51 W., 45 feet to a point; thence continuing with said cul-de-sac, the chord of which is S. 46-55 W., 39.5 ft. to the point of beginning.

DERIVATION: Deed of Terry L. Maddux and Judith L. Maddux, recorded February 20, 1979 in Deed Book 1097 at page 119.

ALL OUR RIGHT, TITLE AND INTEREST IN AND TO:

PARCEL NO. 2: ALL that certain lot of land lying in the Town of Mauldin, County of Greenville, State of S.C., and shown as Lot No. 78, Rosewood Circle, of Peachtree Terrace, Section 2, and recorded in the RMC Office for Greenville County in Plat Book BBB at page 154 and having, according to said plat, the following metes and bounds, to wit:

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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".

PARCEL NO. 1

SUBJECT to a prior mortgage dated May 3, 1977, and recorded in the Office of the Register of Mesne Conveyance (Clerk of Court) of Greenville County in Mortgage Book 1396, page 468, in favor of Fidelity Federal Savings and Loan Association.**

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.

** PARCEL NO. 2 SUBJECT to a prior mortgage dated November 5, 1976 and recorded in the Office of the RMC for Greenville County in Mortgage Book 1383 at page 52, in favor of United Federal Savings and Loan Association.

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