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SECOND MORTGAGE

THIS MORTGAGE, made this 4th day of September

19 79by and between

KENNETH L. CARVER

(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/100--- 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 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:

ALL that piece, parcel or lot of land with all buildings and improvements situate, lying and being on the northern side of Drury Lane in Greenville County, South Carolina, being shown as Lot No. 53 on a Map of Glendale made by C. O. Riddle, dated May, 1953, recorded in the RMC Office for Greenville County, S.C. in Plat Book GG at page 32 and 33, reference to which is hereby craved for the metes and bounds thereof.

DERIVATION: Deed of Steven R. Hoagland and Marla C. Hoagland, dated September 4, 1979 and recorded in the RMC Office for Greenville County in Deed Book 1110 at page 769.

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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".

SUBJECT to a prior mortgage dated 11/14/78, and recorded in the Office of the Register of Mesne Conveyance (Clerk of Court) of GREENVILLE County in Mortgage Book 1450, page 161, in favor of Engel Mortgage Company, Inc. (formerly Panstone Mortgage Service, Inc.)

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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