Mortgagee's Address: Piedmont Center, Suite 103 33 Villa Road Greenville, SC 29607 FEE SIMPLE

SONN'S DEFANAERSLEY R M.C

ene 1533 ext 300

## SECOND MORTGAGE

THIS MORTGAGE, made this 23 day of February
1981 by and between Robert M. Ballinger and Martha B. Ballinger

(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 Forty-Two Thousand Three

Hundred Fifty Seven & Dollars (\$ 42,357.50 ), (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 March 15, 1991

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 those certain pieces, parcels or lots of land in the City of Greenville on the Northerly side of East Washington Street and designated as Lots 2 and 3 on plat of property of Pride and Patton dated November 12, 1908, and recorded in the Office of the RMC for Greenville County in Plat Book A, Page 442, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Northerly side of East Washington Street (formerly Washington Road) at the joint front corner of Lots 1 and 2 and running thence with the joint line of said lots, N. 15 W. 212 feet to an iron pin on the Southerly side of a 10 foot alley; thence N. 69-35 E. 142 feet to an iron pin at the joint rear corner of Lots 3 and 4; thence with the joint line of said lots, S. 17-24 E. 212 feet to an iron pin on the Northerly side of East Washington Street; thence with the Northerly side of East Washington Street, S. 69-35 W. 150.2 feet to an iron pin, the point of beginning.

DERIVATION: Deed of Washington House Associates, a limited partnership, to Robert M. Ballinger and Martha B. Ballinger, recorded September 4, 1979, in the RMC Office for Greenville County in Deed Book 1110 at pg. 685.

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 9/4/79, and recorded in the Office of the Register of Mesne Conveyance

(EKHANIXXXII) of Greenville County in Mortgage Book 1479, page 419, in favor of Carolina Federal Savings and Loan.

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 Smith perform all the covenants herein on the Mortgagor's part to be performed, then this Mortgage shall be void.

27702 Soll now Robert M. Ballager 45-1-10 4328 RV.2