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**FEE SIMPLE** 

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**SECOND MORTGAGE** 

Suite 103, Piedmont Center 33 Villa Road Greenville, SC 29607

Mortgagess Address:

THIS MORTGAGE, made this 30thday of June

Billy Joe Gilstrap, Jr. and Tamala Jan Boone 19 82by and between

(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 Nine thousand three hundred sixty-five and 80/100 Dollars (\$ 9,365.80 -----), (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 July 15,, 1990.

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 situate, lying and being in the State of South Carolina, County of Greenville, lying on the southern side of Circle Drive near the City of Greenville, being known and designated as Lot No. 19 of Franklin Heights, made by Dalton & Neves, Engineers, November, 1940 on plat recorded in the RMC Office for Greenville County in Plat Book L at page 9 and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the southern side of Circle Drive, at the joint front corner of Lots 19 and 20 and said pin being 546 feet in a northwesterly direction from the northwest corner of the intersection of North Franklin Road and Circle Drive, and running thence with the line of Lot 20, S 20-00 W, 157.2 feet to an iron pin; thence with the rear line of Lot 6, N 72-23 W, 75.1 feet to an iron pin; thence with the line of Lot 18, N 20-00 E, 153.2 feet to an iron pin on the southern side of Circle Drive; thence with the southern side of Circle Drive S 75-40 E, 75.35 feet to the beginning corner.

DERIVATION: Deed of George Nolin and Carmen Nolin recorded July 1982 in the Greenville County RMC Office in Deed Book 1169 at page 59.

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 9-30-75 , and recorded in the Office of the Register of Mesne Conveyance Greenvilleounty in Mortgage Book 1350, page 75 in favor of Cameron Brown (Clerk of Court) of

TO HAVE AND TO HOLD all and singular the said premises unto the said mortgagee, its successors and assigns forever, and the thortgagor 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.