

FEE SIMPLE

## SECOND MORTGAGE

THIS MORTGAGE, made this 5th day of May  
19 83, by and between Niles L. Caldwell, Sr. and Nellie H. Caldwell

(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 Seventy Eight Thousand and One Hundred Sixty-eight Dollars and 39/100 78,168.39 ), (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 5/15 , 1984

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 lot or parcel of land in the County of Spartanburg, State of South Carolina, being shown on a plat dated September 8, 1976, recorded on February 8, 1977, by Blackwood Associates, recorded in Plat Book 79, Page 112, RMC Office for Spartanburg County, South Carolina. Said property contains 3.45 acres, more or less, For a more particular description, reference is hereby made to the aforesaid plat. 6-54-00-8.04.

This being the same property conveyed to Niles L. Caldwell, Sr. and Nellie H. Caldwell by deed recorded in Deed Book 48-A, Page 222, RMC Office for Spartanburg County, South Carolina.

ALSO, All that piece, parcel or lot of land lying, being and situate on the Southwest side of S.C. Highway No. 146, in the Town of Woodruff, County and State aforesaid, containing seven (7) acres, more or less, and having the following courses and distances, to wit: Beginning at a point in said highway and running thence S 28-00 W 831.6 feet to an old iron pin, thence S 77-00 E 421 feet to an old iron pin, thence N 28-00 E 663.9 feet to a point in said highway (old iron pin back on line at 21 feet), thence with said highway N 56-30 W 412.5 feet, more or less, to beginning point.

This is the same property conveyed to Niles L. Caldwell, Sr. and Nellie H. Caldwell by deed recorded in Deed Book 44-J, Page 742, RMC Office for Spartanburg County, South Carolina.

SEE ATTACHED EXHIBIT A

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 \_\_\_\_\_, and recorded in the Office of the Register of Mesne Conveyance (Clerk of Court) of Spartanburg County in Mortgage Book 867/28, 917/255, 1401/103 Greenville \_\_\_\_\_, page \_\_\_\_\_

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.