

FILED
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JOHN W. BISHOP
R.M.C.
Mortgagee's Address:
Piedmont Center, Suite 103
33 Villa Road
Greenville, S. C. 29607

FEE SIMPLE

SECOND MORTGAGE

2005 1495 821

THIS MORTGAGE, made this 18th day of February 1980, by and between JAMES H. COURTNEY and LINDA R. COURTNEY

(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 Six Thousand Eight Hundred Thirty-Seven & 50/100 Dollars (\$6,837.50), (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, 1988

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 improvements thereon or hereafter constructed thereon, situate, lying and being on the southeastern side of Gaithburg Square in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 75 on plat of Eastgate Village, dated May 15, 1973, recorded in Plat Book 4X at Page 31 and being described more particularly, according to said plat, to-wit:

BEGINNING at an iron pin on the southeastern side of Gaithburg Square at the joint front corner of Lots 74 and 75 and running thence along the common line of said lots S. 59-34 E. 102.7 feet to an iron pin at the joint rear corner of said lots; thence S. 49-42 W. 133.55 feet to an iron pin at the joint rear corner of Lots 75 and 76; thence along the common line of said lots N. 30-51 W. 97.35 feet to an iron pin at the joint front corner of said lots on the southeastern side of Gaithburg Square; thence along Gaithburg Square N. 50-46 E. 70 feet to an iron pin; thence continuing along said square N. 39-39 E. 13.9 feet to an iron pin, the point of beginning.

DERIVATION: Deed of Williams Street Development Corporation recorded February 18, 1980 in Deed Book 1120 at Page 704.

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12

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 Aug. 30, 1979, and recorded in the Office of the Register of Mesne Conveyance (Clerk of Court) of Greenville County in Mortgage Book 1482, page 13 in favor of South Carolina 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 hereon the Mortgagor's part to be performed, then this Mortgage shall be void.

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