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FEE SIMPLE

SECOND MORTGAGE

THIS MORTGAGE, made this 26thday of April

1978, by and between William L. Hamby and Jo Anne R. Hamby

APR 28:078

(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 FIVE HUNDRED FOURTEEN AND 25/100----Dollars (\$ 6,514.25), (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 Hay 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 piece, parcel or lot of land, together with buildings and improvements, situate, lying and being on the Northern side of Eastcliffe Way, being shown and designated as Lot No. 134, on a plat of WESTCLIFFE, made by Piedmont Engineers, dated June 3, 1965, and recorded in the RMC OFFICE for Greenville County, South Carolina, in Plat Book JJJ, Pages 72 and 73.

This be ng the same property conveyed to William L. Hamby and Jo Anne R. Hamby, by T. Walter Brashier by deed dated September 9, 1972, recorded October 11, 1972, in Deed Book 957, page 444, RHC Office Greenville County, South Carolina

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 March 10,1972 de recorded in the Office of the Register of Mesne Conveyance (Clerk of Court) of Greenville County in Mortgage Book 1225, page 371.

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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