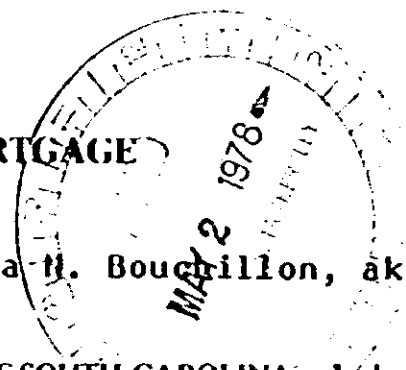


FEE SIMPLE

SECOND MORTGAGE

BOOK 1430 PAGE 749



THIS MORTGAGE, made this 28th day of April 1978, by and between Kenneth Richards & Gloria H. Bouchillon, aka Gloria H. Bouchillon Richards

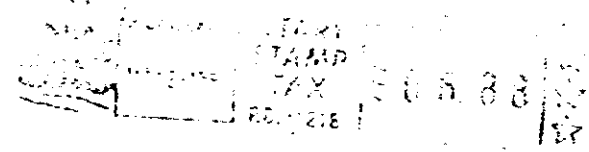
(the "Mortgagor") and UNION HOME LOAN CORPORATION OF SOUTH CAROLINA, a body corporate (the "Mortgagee").

WHEREAS, the Mortgagor is justly indebted unto the Mortgagee in the sum of FOURTEEN THOUSAND SIX HUNDRED TWENTY-THREE AND 50/100 Dollars (\$ 14,623.50), (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 May 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 certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, and on the eastern side of Holmes Drive, being shown as Lot #5 on plat of Holmes Acres, recorded in Plat Book Z, at Page 1 in the RMC Office for Greenville County. This lot fronts 90 feet on Holmes Drive.

This being the same property conveyed to Gloria H. Bouchillon, aka Gloria H. Bouchillon Richards, by Vernon L. Bouchillon by deed dated May 25, 1971, recorded May 26, 1971, in Deed Book 916, page 240, RMC Office for 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 May 25, 1972, and recorded in the Office of the Register of Mesne Conveyance (Clerk of Court) of Greenville County in Mortgage Book 1243, page 179.

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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