

Mortgagee's Address:
Piedmont Center, Suite 103
33 Villa Road
Greenville, S. C. 29607

POB: 1500 REG: 880

FEE SIMPLE

SECOND MORTGAGE

THIS MORTGAGE, made this 15th day of April
1980, by and between ROBERT WAYNE HORTON and CAROL ANN HORTON

(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 Five Thousand Eighty-Seven and 50/100-----Dollars (\$5,087.50), (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 April 15, 1987

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 presents do grant, bargain, sell and release unto the said mortgagee:

ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the western side of Mallory Street, being shown and designated as Lot No. 36 on plat of Holmes Acres, dated February, 1951, prepared by Dalton & Neves, Engineers, recorded in Plat Book Z at Page 1 and being described more particularly, according to said plat, to-wit:

BEGINNING at an iron pin on the western side of Mallory Street at the joint front corner of Lots 35 and 36 and running thence N. 79-12 W. 172.4 feet to an iron pin at the joint rear corner of said lots; thence N. 5-01 E. 85.44 feet to an iron pin at the joint rear corner of Lots 36 and 37; thence along the common line of said lots S. 79-12 E. 181 feet to an iron pin on the western side of Mallory Street at the joint front corner of said lots; thence along the western side of said street S. 10-48 W. 85 feet to an iron pin, the point of beginning.

DERIVATION: Deed of Terry R. Herbert and Melissa R. Herbert recorded April 16, 1980 in Deed Book 1124 at Page 28.

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 4/29/77, and recorded in the Office of the Register of Mesne Conveyance (Ck/di/Ky/h) of Greenville County in Mortgage Book 1396, page 132 in favor of First 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 perform all the covenants herein on the Mortgagor's part to be performed, then this Mortgage shall be void.

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