Mortgagee's Address: Piedmont Center, Suite 103 33 V111a Rd. Greenville, SC 29607 GREENV

FEE SIMPLE

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SECOND MORTGAGE

800x 1538 PAGE 963

THIS MORTGAGE / MERCLES 21st day of April 1981, by and between John A. Cogdill

(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 Sixty-Five Thousand Four

Hundred Fifteen & 100 Dollars (\$

65,415.00

), (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, 1991

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 in the County of Greenville State of South Carolina, in Chick Springs Township, containing 9.1 acres, more or less, and being a portion of the T. B. Nalley property, as shown on plat prepared by C. O. Riddle, dated October, 1960, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of the intersection of Buckhorn Road and Paris Mountain State Park Road, and running thence N. 8-15 W. 130.2 feet to an iron pin; thence continuing along the center of Buckhorn Road, N. 21-18 E. 299.8 feet; thence continuing along the center of said Road N. 2-42 E. 111.3 feet to an iron pin at corner of property of T. B. Nalley, being shown as Lot No. 11, on plat recorded in RMC Office for Greenville County, SC in Plat Book S at page 55; thence S. 89-40 E. 602.4 feet; thence along Lot No. 12 of said subdivision, S. 8-24 W. 660 feet to an iron pin in center of Paris Mountain State Park Road; thence along Paris Mountain State Park Road, N. 88-27 W. 616 feet to the point of beginning.

DERIVATION: Deed of William H. Josleyn and Dorothy I. Josleyn, recorded February 24, 1981, in Deed Book 1143 at page 178 in the RMC Office for Greenville County, SC.

 $\stackrel{>}{v}$ TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or appertaining. The and improvements are hereinafter referred to as the "property".

SUBJECT to a prior mortgage dated 2/25/77, and recorded in the Office of the Register of Mesne Conveyance

Federal Savings and Loan Association.

¹⁴TO 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.