

GREENVILLE CO. S. C.
MAR 21 5 02 PM '78
DONNIE S. TANKERSLEY
R.M.C.

BOOK 1426 PAGE 572

FEE SIMPLE

SECOND MORTGAGE

THIS MORTGAGE, made this 17 day of March 1978, by and between C. Justin Shirland

(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 SIX HUNDRED SIXTEEN AND 25/100---- Dollars (\$ 5,616.25), (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 April 15, 1986.

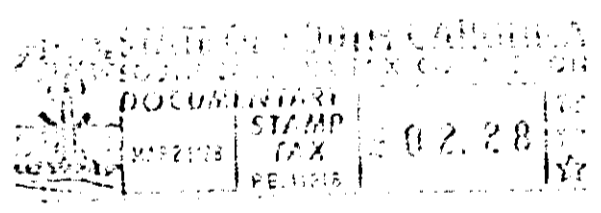
KNOW ALL MEN, that the said mortgagor in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee, according to the condition of the said note, and also in consideration of the further sum ONE DOLLAR, to the said mortgagor in hand 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 buildings and improvements thereon, situate, lying and being on the southern side of Singing Pines Drive, in Greenville County, South Carolina, being known and designated as Lot No. 9, on a plat of RIVERWOOD, property of Norman S. Garrison, Jr., and Bobby G. Sexton made by C. O. Riddle, dated April 1967 and having according to said plat the following metes and bounds, to -wit:

Beginning at an iron pin on the southern side of Singing Pines Drive at the joint front corner of Lots Nos. 9 and 10 and running thence along the line of Lot No. 10, S. 30-00 W., 200 feet to an iron pin in the line of Lot No. 16; thence along the line of Lot No. 16, N. 60-00 W., 200 feet to an iron pin on the southeastern side of Singing Pines Drive; thence along the southeastern side of Singing Pines Drive, N. 30-00 E., 200 feet to an iron pin; thence along the curve of Singing Pines Drive, the chord of which is N. 75-00 E., 35.5 feet to an iron pin; thence continuing along said Drive, S. 60-00 E., 175 feet to an iron pin, the point of beginning.

This being the same property conveyed to C. Justin Shirland by Theodore M. Yager and Mary S. Yager, by deed to be recorded herewith.

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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 MAR 17 1978, and recorded in the Office of the Register of Mesne Conveyance (Clerk of Court) of Greenville County in Mortgage Book 1426, page 258 and \$42,800.00 TO FIRST FEDORA SAVINGS & LOAN CO. S. C.

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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