

FEE SIMPLE

SECOND MORTGAGE

THIS MORTGAGE, made this 13th day of April 1978 by and between John S. Hutchins and Hartha W. Hutchins

(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 EIGHT THOUSAND ONE HUNDRED TWENTY-TWO AND 25/100- Dollars (\$ 8,122.25 ), (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 certain piece, parcel, or lot of land, with all improvements thereon, situate, lying, and being on the northern side of Lee Haven Court, in Section 2, Barbary Heights Subdivision, Greenville County, South Carolina, which is known and designated as Lot 33 of that Subdivision as shown on a plat thereof recorded in the Office of the RHC for said County in Plat Book BBB, Page 175.

This being the same property conveyed to John S. Hutchins and Hartah W. Hutchins by the Secretary of Housing and Urban Development by Deed dated August 28, 1970, recorded September 15, 1970, in Deed Book 898, page 361, R. H. C. Office for Greenville County, South Carolina.

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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 Sept. 15, 1970, and recorded in the Office of the Register of Mesne Conveyance (Clerk of Court) of Greenville County in Mortgage Book 1166, page 417.

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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