

FEE SIMPLE

SECOND MORTGAGE

THIS MORTGAGE, made this 3rd day of May 1978, by and between Barry Lee Hipps and Jacalyn C. Hipps

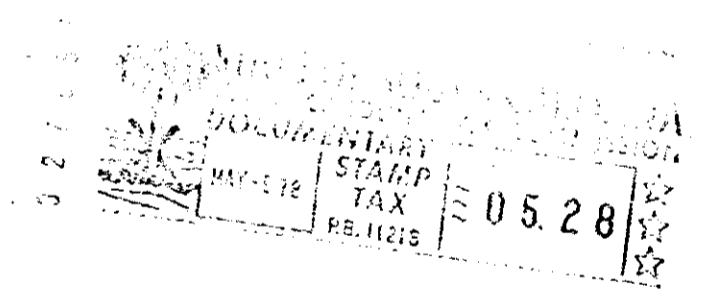
(the "Mortgagor") and UNION HOME LOAN CORPORATION OF SOUTH CAROLINA, a body corporate (the "Mortgagee"),

WHEREAS, the Mortgagor is justly indebted unto the Mortgagee in the sum of THIRTEEN THOUSAND ONE HUNDRED SIXTY AND NO/100-- Dollars (\$13,160.00), (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, 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 piece, parcel or lot of land lying in the State of South Carolina, County of Greenville, being shown and designated as Lot No. 2 on a Plat of Wemberly Way Subdivision, Section No. 1, dated June 17, 1974, prepared by Campbell & Clarkson, Surveyors, and recorded in the R. M. C. Office for Greenville County in Plat Book 4-R, Page 88. This being the same property conveyed to Barry Lee Hipps and Jacalyn C. Hipps by L. Alfred Vaughn, by deed dated March 8, 1975, recorded on same date in Deed Book 1015, page 479, R. M. C. Office for Greenville County, South Carolina
ALSO:

All that piece, parcel or lot of land, situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lots 9 and 10 on plat of Mayfield Development, prepared by J. Q. Bruce, November 4, 1952 and recorded in the R. M. C. Office for Greenville County in Plat Book CC, at page 199. This being the same property conveyed to Barry L. Hipps by L. Alfred Vaughn, by deed dated June 9, 1972, recorded June 29, 1972, in Deed Book 947, page 361, R. M. C. 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 9/4/74, and recorded in the Office of the Register of Mesne Conveyance 1322 25 (Clerk of Court) of Greenville County in Mortgage Book 1406, page 222

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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