

SECOND MORTGAGE

THIS MORTGAGE made this 24th day of May 19 78 by and between James Gary Barbare

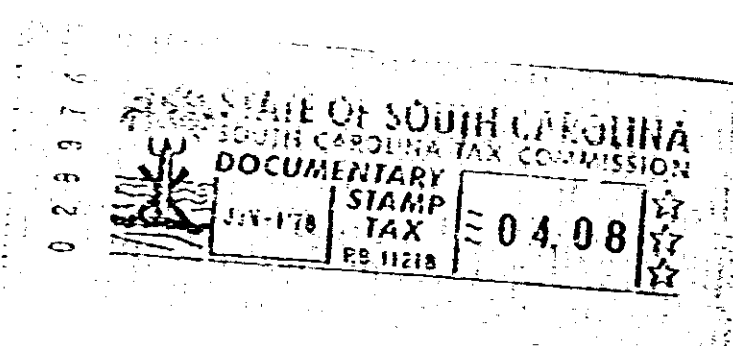
(the "Mortgagor") and UNION HOME LOAN CORPORATION OF SOUTH CAROLINA, a body corporate (the "Mortgagee").

WHEREAS, the Mortgagor is justly indebted unto the Mortgagee in the sum of TEN THOUSAND ONE HUNDRED TWENTY-SEVEN AND 50/100 Dollars (\$ 10,127.50 ), (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 June 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 lot of land in Greenville County, South Carolina, being shown as Lot 2 on plat of Imperial Hills recorded in Plat Book BBB at page 35 in the RHC Office for Greenville County, fronting on Wakewood Way at corner of Mountain Creek Road. This property is conveyed subject to restrictions, zoning ordinances, easements of record and on the ground affecting said property.

THIS being the same property conveyed to James Gary Barbare and Shirley F. Barbare by Warren R. Neely by deed dated January 26, 1972, recorded on January 27, 1972, in Deed Book 934, at page 576., and the same property conveyed to James Gary Barbare by Shirley F. Barbare by deed to be recorded herewith.



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 Apr. 30, 1968, and recorded in the Office of the Register of Mesne Conveyance (Clerk of Court) of Greenville County in Mortgage Book 1091, page 189.

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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