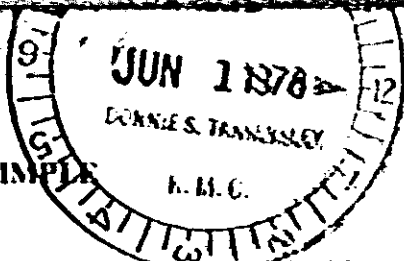


FEE SIMPLE



SECOND MORTGAGE

BOOK 1434 PAGE 10

THIS MORTGAGE, made this 22nd day of May 19 78 by and between R. Stephen Price and Pamela H. Price

(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 ELEVEN THOUSAND TWO HUNDRED SIXTY and 25/100- Dollars (\$ 11,260.25), (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 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:

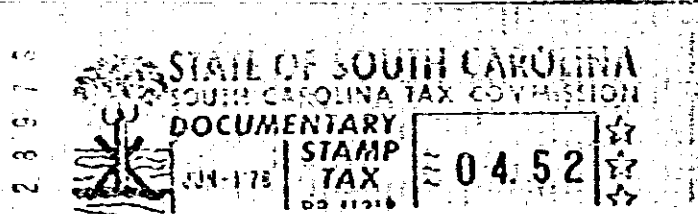
All that certain piece, parcel or lot of land in the State of South Carolina, County of Greenville, being shown and designated as Lot Number 17 of a subdivision known as Hillcreek Estates, as shown on plat recorded in Plat Book 4-X, at page 88 in the RMC Office for Greenville County and having, according to said plat, the following metes and bounds to wit:

BEGINNING at an iron pin on the Western side of Hillcreek Road, at the joint front corner of Lots 16 & 17 and running thence with the common line of said lots, S 87-40 W. 311.9 feet to an iron pin at the joint rear corner of Lots 10, 17, & 16; thence running with line of Lot 10, N 17-52 W 146.3 feet to an iron pin; thence continuing with line of Lot 9, N 26-40 W 102.0 feet to an iron pin; thence turning and running, N 73-57 E 352.0 feet to an iron pin; thence turning and running, S 15-18 E 34.08 feet to an iron pin on the cul de sac of Hillcreek Road; thence with said cul de sac the following courses and distances: S 29-42 W. 25.9 feet, S 0-18 E 25.9 feet, S 30-18 E 25.9 feet, S 60-18 E 25.9 feet and S 15-18 E. 24.93 feet to an iron pin on the Western side of Hillcreek Road; thence with the Western side of said Road, S 11-43 E 90.0 feet to an iron pin; thence continuing with said Road, S 4-45 E 86.0 feet to the point of beginning.

This being the same property conveyed to R. Stephen Price by Hill Creek, a Limited Partnership, by deed dated January 20, 1975, and recorded January 24, 1975, in Deed Book 1013, page 632, RMC Office Greenville County, S. C.

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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 April 18, 1977 and recorded in the Office of the Register of Mesne Conveyance (Clerk of Court) of Greenville County in Mortgage Book 1395, page 17.

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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