

FEE SIMPLE

FILED
JUL 17 1987

BOOK 1438 PAGE 369

SECOND MORTGAGE

THIS MORTGAGE, made this 10th day of July 1978, by and between LLOYD WHITWORTH

(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 NINE THOUSAND ONE HUNDRED TWENTY-FOUR & 75/100 Dollars (\$ 9,124.75), (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 July 15, 1987

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 tract of land in the County of Greenville, State of South Carolina, on the northerly side of Old Hundred Road, containing 21.35 acres, and being shown and designated as Property of Lloyd C. Whitworth, on plat prepared by Dalton & Neves Co., Engineers, October 5, 1973, recorded in the R.M.C. Office for Greenville County, S. C. in Plat Book "4 Z", at Page 84, and having according to said plat, the following metes and bounds, to wit: BEGINNING at a nail and cap in said Old Hundred Road, and running thence N. 43-35 W. 252.5 feet to a red oak; thence N. 2-55 W. 1350 feet to an old iron pin; thence S. 64-45 E. 783 feet to an old iron pin at the corner of property of Peeples; thence with line of Peeples, S. 3-52 E. 1164.9 feet to a nail and cap in Old Hundred Road; thence with Old Hundred Road, S. 86-20 W. 545 feet to the point of BEGINNING.

This is the same property heretofore conveyed to the Mortgagor by deed of James Edward Ward, Harold R. Ward and Ruby M. Ward, recorded in Deed Book 985, at Page 699, R.M.C. Office for Greenville County, S. C., October 9, 1973.

DOCUMENTARY
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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 10-9-73, and recorded in the Office of the Register of Mesne Conveyance (Clerk of Court) of Greenville County in Mortgage Book 1292, page 571

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.

(CONTINUED ON NEXT PAGE)

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