

BOOK 1443 PAGE 512

FEE SIMPLE

SECOND MORTGAGE

THIS MORTGAGE, made this 1st day of September 1978, by and between Robert Sutherland and Julia Sutherland

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

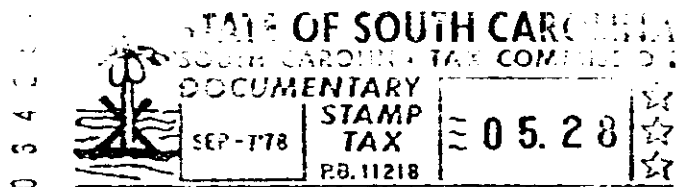
WHEREAS, the Mortgagor is justly indebted unto the Mortgagee in the sum of Thirteen Thousand One Hundred Sixty and no/100 Dollars (\$ 13,160.00 ), (the "Mortgage Debt"), for which amount the Mortgagor has signed and delivered a promissory note (the "Note") of even date herewith payable to the Mortgagee, or order, the final installment thereof being due on September 15, 1983

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 situate, lying and being in the County of Greenville, State of South Carolina, on the northern side of Rosemary Lane, near the City of Greenville, being known and designated as Lot No. 37 on plat of Rose Dale, which plat is of record in the R/C Office for Greenville County, S.C., in Plat Book YY, at page 35, and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin on the northern side of Rosemary Lane, joint front corner of Lots 38 and 37, running thence with joint line of said lots N16-08E 150 feet to an iron pin; thence S73-52E 146 feet to an iron pin, joint rear corner of Lots 37 and 36; thence with joint line of said lots S16-08W 150 feet to an iron pin on the northern side of Rosemary Lane; thence along Rosemary Lane N73-52W 146 feet to point of Beginning.

This is the same property conveyed to the Mortgagors herein by deed of Claude W. Bolton, Sr., of even date, to be recorded herewith.



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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 11-8-65, and recorded in the Office of the Register of Mesne Conveyance (Clerk of Court) of Greenville County in Mortgage Book 1013, page 109

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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