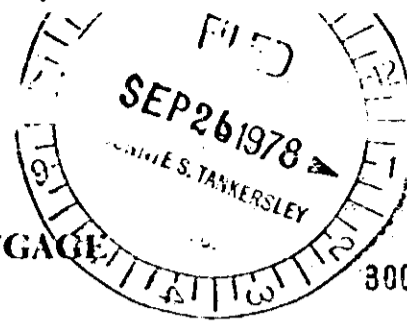


Suite 103 Piedmont Centre  
33 Villa Rd, Greenville, SC. 29607



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SECOND MORTGAGE

BOOK 1445 PAGE 405

THIS MORTGAGE, made this 21st day of September 1978, by and between WILLIAM C. HAWKINS and ANNE HAWKINS

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

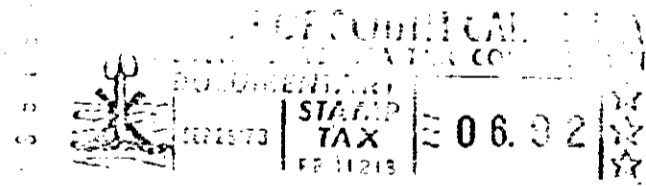
WHEREAS, the Mortgagor is justly indebted unto the Mortgagee in the sum of SEVENTEEN THOUSAND TWO HUNDRED FORTY-FIVE & NO/100 Dollars (\$ 17,245.00 ), (the "Mortgage Debt"), for which amount the Mortgagor has signed and delivered a promissory note (the "Note") of even date herewith payable to the Mortgagee, or order, the final installment thereof being due on October 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 together with improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, near the Town of Simpsonville, being known and designated as Lot 23 on a plat of Rollingwood prepared by C. O. Riddle, Surveyor, dated February, 1963 and having according to said plat the following metes and bounds, to wit:

Beginning at an iron pin on the westerly edge of Greenhill Drive, joint front corner of Lots 23 and 24 and running thence along the line of Lot 24 N. 66-30 W. 339.3 feet to an iron pin; thence along the line of Lot 22 N. 27-40 E. 318.3 feet to an iron pin on the southerly edge of Greenhill Drive; thence following the curve of Greenhill Drive as follows: S. 81-30 E. 110.6 feet; S. 64-49 E. 69.3 feet; S. 41 E. 80 feet; S. 15-12 E. 80 Feet; S. 10-36 W. 80 feet and S. 23-30 W. 169.2 feet to the point of beginning.

This is the same property heretofore conveyed to the Mortgagors herein by deed of Charles Bruce McNeil and Melanie T. McNeil dated September 23, 1975 and recorded October 1, 1975 in Deed Book 1025, at page 109 in the R.M.C. Office for Greenville County, South Carolina.



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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 10-1-75, and recorded in the Office of the Register of Mesne Conveyance (Clerk of Court) of Greenville County in Mortgage Book 1350, page 124

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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