

STATE OF SOUTH CAROLINA X
COUNTY OF GREENVILLE X

FILED
GREENVILLE CO. S. C.
27 12 21 PM '85

Mortgagee's Address:
Piedmont Center,
Suite 103, 33 Villa Rd.
Greenville, SC 29607

FEE SIMPLE

SECOND MORTGAGE

BOOK 1445 PAGE 469

THIS MORTGAGE, made this 26th day of September,
1978 by and between GERALD T. CAVAN and BETTY H. CAVAN

(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 SEVENTY-SIX HUNDRED TWENTY AND NO/100 Dollars (\$7620.00), (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 Oct. 15, 1985

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 situate, lying and being in the County of Greenville, State of South Carolina in the City of Greenville being known and designated as Lot Nos. 29, 62 and the rear portion of Lots 30 and 61 as shown on a plat of Country Club Estates, recorded in Plat Book G at page 190 and 191, being more particularly described according to said plat as follows:

BEGINNING at an iron pin in the western side of Byrd Boulevard (formerly Ridge Drive), which pin is 100 feet south of the intersection of Byrd Boulevard and Douglas Drive and is the joint front corner of Lots 28 and 29, and running thence S 66-38 E 200.2 feet to an iron pin in line of Lot 31; thence with line of Lots 31 and 60 S 23-22 E 100 feet to an iron pin; thence N 66-38 E 200.4 feet to an iron pin in the western side of Byrd Boulevard; thence with said boulevard N 23-30 W 100 feet to the point of beginning.

ALSO, all mortgagors' right to western 12' strip of Lot 30 shown in Plat Book G at pages 190 and 191, used for driveway.

ALSO, an easement appurtenant for a 6-inch residential sewer line extending from the above described property to Sylvan Drive, as more particularly set forth in deed recorded in Volume 468 at page 147.

This is the same property conveyed to the mortgagors by deed of Charles A. Bryan, Jr. and Dorothy W. Bryan, recorded on October 26, 1977 in Deed Book 1067 at page 336 in the RMC Office for Greenville County.

It is understood that this mortgage is junior in lien to a first mortgage to Carolina Federal Savings & Loan Association, recorded in Mortgage Book 1413 at page 885 in the RMC Office for Greenville County.

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 Oct. 25, 1977 and recorded in the Office of the Register of Mesne Conveyance (Clerk of Court) of Greenville County in Mortgage Book 1413, page 885.

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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