

FEE SIMPLE

BOOK 1446 PAGE 18

SECOND MORTGAGE

THIS MORTGAGE, made this 26 day of SEPTEMBER, 1978 by and between RONALD CARTER JOHNSON AND TERESA W. JOHNSON

(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 FIVE THOUSAND SIX HUNDRED FIFTY-SEVEN & NO/100 Dollars (\$ 5,657.00 ), (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, 1984

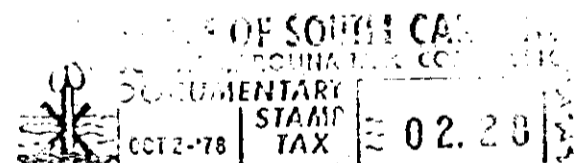
KNOW ALL MEN, that the said mortgagor in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee, according to the condition of the said note, and also in consideration of the further sum ONE DOLLAR, to the said mortgagor in hand 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, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot #127 Charter Oak Drive, Peppertree Subdivision, Section #2, as shown on a plat dated June 15, 1972, recorded in Plat Book 4R at page 19, as revised by a plat recorded in Plat Book 4X at page 3, and having according to said revised plat, the following metes and bounds, to-wit:

BEGINNING at a point located on the western side of the right of way of Charter Oak Drive, a joint corner of Lots #128 and #127, and running thence along said right of way S14-48E 80.0 feet to an iron pin; thence S75-12W 150.0 feet to an iron pin; thence N14-48W 80.0 feet to an iron pin; thence N75-12E 150.0 feet to the point of beginning.

The above property is subject to the Amended Declaration of Covenants, Conditions and Restrictions recorded in the Office of the RMC for Greenville County in Deed Book 978 at page 895, and to any other restrictions, easements and rights of way of record, including a five-foot drainage and utility easement along side and rear lot lines.

This being the same property conveyed to Ronald Carter Johnson and Teresa W. Johnson by Deed recorded July 1, 1976, at 4:58 p.m., in Deed Book 1039 at page 30 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 06/30/76, and recorded in the Office of the Register of Mesne Conveyance (Clerk of Court) of Greenville County in Mortgage Book 1371, page 861

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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