

FILED
GREENVILLE CO. S. C.

NOV 2 2 41 PM '78

RONNIE S. TANNER
R.M.C.

BOOK 1449 PAGE 149
Mortgagee's Address:
Suite 103-Piedmont Center
33 Villa Rd., Gvl, SC 29607

FEE SIMPLE

SECOND MORTGAGE

THIS MORTGAGE, made this 2nd day of November
1978 by and between JAMES GARY BARBARE

(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 TWENTY THOUSAND TWO HUNDRED FIFTY-TWO & 50/100 Dollars (\$20,252.50), (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 Nov. 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 piece, parcel and lot of land with the buildings and improvements thereon situate on the north side of S. C. Highway No. 253 (also known as Mountain Creek Road) and on the east side of Wakewood Way near the City of Greenville in Greenville County, S. C. being shown as Lot No. 2 on plat of IMPERIAL HILLS, recorded in the RMC Office for Greenville County, S. C. in Plat Book BBB at page 35 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the north side of S. C. Highway No. 253 at the joint front corner of Lots 2 and 3 and running thence along the line of Lot No. 3 N 30-17 W 159.4 feet to an iron pin; thence S 61-46 W 102.6 feet to an iron pin on the east side of Wakewood Way; thence along Wakewood Way S 19-47 E 55.1 feet to an iron pin; thence still along Wakewood Way S 26-30 E 89.1 feet to an iron pin; thence with the curve of Wakewood Way and S. C. Highway No. 253 (the chord being S 73-23 E 27.5 feet) to an iron pin on the north side of S. C. Highway No. 253; thence along said highway N 59-43 E 100 feet to the beginning corner.

This is the same property conveyed to the mortgagor and Shirley F. Barbare by deed of Warren R. Neely, recorded on January 27, 1972 in Deed Book 934 at page 576 in the RMC Office for Greenville County. See deed of Shirley F. Barbare to the mortgagor herein, recorded on May 29, 1978 in Deed Book 1079 at page 976 in the RMC Office for Greenville County.

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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 May 24, 1978 and recorded in the Office of the Register of Mesne Conveyance (Clerk of Court) of Greenville County in Mortgage Book 1434, page 7 on June 1, 1978.

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 hereinon the Mortgagor's part to be performed, then this Mortgage shall be void.

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