Mortgagee's Address: Piedmont Cntr., Suite 103 33 Villa Rd., Gvl, SC 29607

FEE SIMPLE

SECOND MORTGAGE

514 1455 at 894

IHIS MORIGAGE, made this 21sday of December

19 78 by and between BILLY FRANCIS GILLIARD and SHAREN A. GILLIARD

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

WHI-RI-AS, the Mortgagor is justly indebted unto the Mortgagee in the sum of SEVEN THOUSAND TWO HUNDRED SIXTY-ONE AND NO/100-- Dollars (\$ 7,261.00), (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 Jan. 15. 1986

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 those pieces, parcels or lots of land situate, lying and being on the southwestern side of Gladys Drive in the County of Greenville, State of South Carolina being shown and designated as Lots 34, 35, 36 and 37 on plat of Glad Acres Subdivision, prepared by Pickell & Pickell, recorded in Plat Book S at page 13, a copy of said plat being craved for a more complete metes and bounds description of the aforementioned lots.

DERIVATION: Deed of Alfred F. Stewart, et al, recorded May 19, 1978 in Deed Book 1079 at page 533.

The lien of this mortgage is junior and subsequent to that originally executed by the mortgagors to Cameron-Brown on May 19, 1978 in the original amount of \$11,000.00, recorded in Mortgage Book 1432 at page 618.

IOGITHER with the improvements thereon and the lights and appartenances thereto belonging or appertaining. The laid and improvements are betenatted referred to as the "property".

SCBICL to a prior mortgage dated. May 19, 197,8nd recorded in the Ontice of the Register of Mesne Conveyance (Clerk of Courts). Greenville(1971) in Mortgage Book. 1432, page 618, on May 19, 1978.

IO 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, heres, 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, heres, executors, administrators and assigns, and all other persons who movement fastfully 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 begin on the Mortgagor's part to be performed, then this Mortgago shall be void.

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San Charles