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DONNIE S. TANKERSLEY

FEE SIMPLE R.M.C.

SECOND MORTGAGE

THIS MORTGAGE, made this 7th day of September 19 79, by and between ARTHUR H. GARDNER AND KATHI H. GARDNER

(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 SEVEN THOUSAND NINE HUNDRED SEVENTY AND NO/100 Dollars (\$ 7,970.00 ), (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 September 15, 1987..

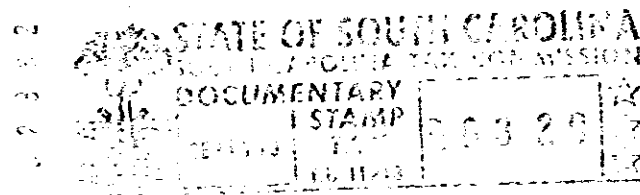
KNOW ALL MEN, that the said mortgagor in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee, according to the condition of the said note, and also in consideration of the further sum ONE DOLLAR, to the said mortgagor in hand 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 No. 35 of a subdivision known as Canebrake I as shown on plat thereof prepared by Enwright Associates, dated August 18, 1975 and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 5-D at pages 95 and 96 and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the northeastern side of Saratoga Drive at the joint front corner of Lots No. 34 and 35 and running thence with the joint line of said lots, N. 36-00 E., 161.89 feet to a point at the high water contour of lake being the property line; thence with said line, the chord of which is S. 37-34 E., 84.78 feet to a point; thence continuing S. 52-19 E., 8.65 feet to a point at the joint rear corner of Lots No. 35 and 36; thence with the joint line of said lots, S. 36-00 W., 137.71 feet to an iron pin on the northeastern side of Saratoga Drive; thence with Saratoga Drive, N. 54-00 W., 90 feet to the point of beginning.

DERIVATION: Deed of Joe W. Hiller, recorded in the RMC Office for Greenville County in Deed Book 1079 at page 818 on May 24, 1978.

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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 5/24/78 , and recorded in the Office of the Register of Mesne Conveyance (Clerk of Court) of GREENVILLE County in Mortgage Book 1433 , page 156, in favor of FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION.

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

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