

Mortgagee's Address: Piedmont Center
Suite 103
33 Villa Road
Greenville, S.C. 29607

FEE SIMPLE

RECORDED
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S.C.

SECOND MORTGAGE

BOOK 1488 PAGE 432

THIS MORTGAGE, made this 14th day of November
1979, by and between ^{W. W. WERSLEY} WAYMOND E. BURGESS and BECKY S. BURGESS

(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-Eight Thousand Four Hundred Two & 50/100-Dollars (\$ 28,402.50**), (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 **November 15, 1989**

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:

TRACT NO. 1:

ALL those certain pieces, parcels or lots of land located in the County of Greenville, State of South Carolina, and being described as Lots L & M on Map 3, plat of Mountain City Land & Improvement, and having the following metes and bounds, to-wit:

BEGINNING at a stake at the southeastern corner of the intersection of West Earle Street and Townes Street, and running thence with the southern side of West Earle Street S. 84-00 E. 100 feet to a stake; thence running S. 6-00 W. 150 feet to a point at the corner of a wall; thence running N. 84-00 W. 100 feet to a point at the corner of the wall on the eastern side of Townes Street; thence running with the eastern side of Townes Street N. 6-00 E. 150 feet to the beginning corner.

DERIVATION: Deed of James B. Foster recorded June 3, 1977 in Deed Book 1057 at Page 978.

As to the above described property, the lien of this mortgage is junior and secondary to that mortgage of Waymond E. Burgess to Fidelity Federal Savings & Loan Association in the original amount of \$32,000.00 recorded January 10, 1978 in Mortgage Book 1420 at Page 602.

TRACT NO. 2:

ALL that piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being on the north side of Stone Avenue in the City of Greenville, County of Greenville, State of South Carolina, being described more particularly, to-wit:

BEGINNING at an iron pin on the northern side of Stone Avenue which iron pin is 65 1/2 feet from the northwestern corner of the intersection (continued on back) 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 Jan. 6, 1978, and recorded in the Office of the Register of Mesne Conveyance (Clerk of Court) of Greenville County in Mortgage Book 1420, page 602 in favor of Fidelity Federal Savings & Loan Association. (As to Tract No. 1)

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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