CO. S.C. Mortgagee's Address: Piedmont Center, Suite 103 5001 1488 fts: 996 Ha. 21 11 30 AM '79 33 Villa Road 29607 Greenville, South Carolina DANNERS TANKERSLEY FEE SIMPLE R.H.C SECOND MORTGAGE

THIS MORTGAGE, made this 19th day of November 1979, by and between WILLIAM L. BLACKWELL, III and REBECCA B. BLACKWELL

(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 One Hundred Twenty-Two & 50/100-Dollars (\$ 20, 122.50 ), (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 December 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:

ALL that piece, parcel or lot of land lying in the State of South Carolina, County of Greenville, shown as Lot 42 on plat of Devenger Place, Section 7, recorded in Plat Book 5 P at Page 3 and having, according to said plat, the following courses and distances:

BEGINNING at an iron pin on Hedgewood Terrace, joint front corner of Lots 41 and 42 and running thence along joint line of said lots, S. 3-49 E. 150 feet to an iron pin, joint rear corner of said lots; thence along rear line of Lot 42, N. 86-11 E. 43 feet to an iron pin on Hudson Farm Road; thence with said Road, N. 33-01 E. 123.5 feet to an iron pin at curve; thence with curve, N. 21-16 W. 30.9 feet; thence along Hedgewood Terrace, N. 71-09 W. 32 feet and N. 82-49 W. 49.1 feet and S. 86-11 E. 30 feet to the point of beginning.

DERIVATION: Deed of Premier Investment Co., Inc. recorded February 8, 1978 in Deed Book 1073 at Page 386.

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 20. 1977 and recorded in the Office of the Register of Mesne Conveyance (Clerk of Count) of Greenville County in Mortgage Book 1398, page 257 in favor of First 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 the determinant the covenants herein on the Mortgagor's part to be performed, then this Mortgage shall be void.

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