

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

BOOK 1492 PAGE 754

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Peter J. Ashy
445.1-1-32

FILED
FREE SIMPLE CO. S. C.

SECOND MORTGAGE

JAN 8 2 42 PM '80
THIS MORTGAGE made this 7th day of January
19 80 by and between PETER J. ASHY

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

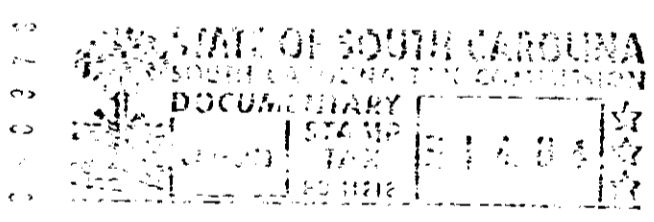
WHEREAS, the Mortgagor is justly indebted unto the Mortgagee in the sum of **Thirty-Seven Thousand Ninety Two and 50/100**----- Dollars (\$ 37,092.50), (the "Mortgage Debt"), for which amount the Mortgagor has signed and delivered a promissory note (the "Note") of even date herewith payable to the Mortgagee, or order, the final installment thereof being due on **January 15, 1990**

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, with all improvements thereon or hereafter constructed thereon, situate, lying and being on the northern side of Wallingford Road in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 79 on plat of Buxton, Sheet Two, prepared by Piedmont Engineers and Architects, dated November 5, 1970, recorded in Plat Book 4N at Page 3 and being described more particularly, according to said plat, to-wit:

BEGINNING at an iron pin on the northern side of Wallingford Road at the joint front corner of Lots 78 and 79 and running thence along the common line of said lots N. 0-15 W. 141 feet to an iron pin at the joint rear corner of said lots; thence N. 85-23 E. 119.9 feet to an iron pin at the joint rear corner of Lots 79 and 80; thence along the common line of said lots S. 0-26 E. 147.8 feet to an iron pin at the joint front corner of said lots on the northern side of Wallingford Road; thence along the northern side of said road N. 89-21 W. 75 feet to an iron pin; thence S. 85-17 W. 45 feet to an iron pin, the point of beginning.

DERIVATION: Deed of James A. Hopkins et al. recorded June 11, 1976 in Deed Book 1037 at Page 801.



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 April 8, 1974, and recorded in the Office of the Register of Mesne Conveyance (Clerk of Court) of Greenville County in Mortgage Book 1306, page 701 in favor of Fidelity Federal Savings & Loan Assn.

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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