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

FEE SIMPLE

SECOND MORTGAGE

THIS MORTGAGE, made this 14th day of January 1980, by and between MRS, FIRECRACKERS, INC.

eec. 1493 past654

(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 Forty-Seven Thousand Two Hundred Seventy-Four & no. 100 (47, 274, 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 February 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 tract of land in the County of Greenville, State of South Carolina, near Greenville, South Carolina, being shown on plat entitled "Sun Oil Company! made by R. B. Bruce, dated November 12, 1965, and recorded in the R. M. C. Office for Greenville County in Plat Book JJJ, Page 95, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of U. S. Highway 25, known as Augusta Road, at the curved intersection of James Drive and running thence along the new highway right-of-way line S. 18-09 W., 326 feet to an iron pin; thence with the curved intersection of U. S. Highway No. 25 and Williams Drive, the chord of which is S. 63-11 W., 17.67 feet to an iron pin on the northern side of Williams Drive; thence with said drive N. 71-30 W., 125 feet to an iron pin; thence along the curved intersection of Williams Drive and a 20 foot service alley, the chord of which is N. 26-49 W., 14.10 feet to an iron pin on the eastern side of said alley; thence with said alley N. 18-25 E., 320.60 feet to an iron pin; thence with the curved intersection of said alley and James Drive, the chord of which is N. 60-52 E., 15 feet to an iron pin on the southern side of James Drive; thence along James Drive S. 75-24 E., 123.50 feet to an iron pin; thence with the curved intersection of James Drive and U. S. Highway 25, the chord of which is S. 29-08 E., 16.98 feet to the point of beginning.

DERIVATION: Deed of Sun Oil Company of Pennsylvania recorded January 21, 1980 in Deed Book 1119 at Page 325.

This mortgage is given as additional security for that certain note and mortgage in the original amount of \$47,274.00 executed by James F. (continued on back)

AOGETHER 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 10/6/72, and recorded in the Office of the Register of Mesne Conveyance (Clerk of Court) of Greenville County in Mortgage Book 1252, page 385 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 shall perform all the covenants herein on the Mortgagor's part to be performed, then this Mortgage shall be void.

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