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

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SECOND MORTGAGE

DONNIE S. TANKERSLEY R.H.C. THIS MORTGAGE, made this 18th day of January,

19 80 by and between JAMES BARRY RAINES and PATRICIA F. RAINES

(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 Eleven Thousand Eight Hundred Twenty and no/100-- Dollars (\$ 11,820,00), (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 certain piece, parcel or lot of land, situate, lying and being on the eastern side of Canebreak Lane, in the County of Greenville, State of South Carolina, being shown and designated as Lot 39 on a plat of Powderhorn, Sec. 1, made by Piedmont Engineers 7/26/73, recorded in the R. M. C. Office for Greenville County, South Carolina in Plat Book 4-X, Page 95, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the eastern side of Canebreak Lane at the joint front corner of Lots 38 and 39 and running thence along the common line of said lots N. 84-42 E. 140.00 feet to a point; thence S. 0-35 E. 100.50 feet to a point; thence along the common line of Lots 39 and 40 N. 87-00 W. 140.00 feet to a point on the eastern side of Canebreak Lane; thence along the said Canebreak Lane N. 0-18 W. 80.0 feet to the point of beginning.

DERIVATION: Deed of Robert H. Richard and Betty Matlock Richard recorded January 18, 1980 in Deed Book 1119 at Page 288. Deed of Merrill Lynch Relocation Management, Inc. recorded January 18, 1980 in Deed Book 1119 at Page 289.

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".

, and recorded in the Office of the Register of Mesne Conveyance SUBJECT to a prior mortgage dated 3/5/76

(Clerk of Court) of Greenville County in Mortgage Book 1361, page 811 in favor of Fidelity Pederal 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 berein on the Mortgagor's part to be performed, then this Mortgage shall be void.

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