

AFFIDAVIT
FILED *ra*

GREENVILLE CO. S. C.

BOOK 1533 PAGE 188

FEE SIMPLE

FEB 20 4 29 PM '81

FIRST AND
SECOND MORTGAGE

THIS MORTGAGE, made this 20th day of February, 1981 by and between James F. Casey, III, also known as James F. Casey,

(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 Seventy-One Thousand Four Hundred Thirty ---- Dollars (\$ 71,430.00), (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 March 15, 1991 . (Mortgagee's address is Suite 103 Piedmont Center, 33 Villa Road, Greenville, S. C. 29607.)

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 tract of land, with improvements thereon, situate, lying and being on the northeastern side of Clearview Drive, in Greenville County, S.C., shown on plat entitled "Property of B.F. Hicks" prepared by C.O. Riddle, October 1965, recorded in the RMC Office for Greenville County, S.C., in Plat Book SSS, Page 360, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the northeastern side of Clearview Drive at the western corner of a 1-acre lot and running thence S. 58-00 E. 306.4 feet; thence along the curve of Clearview Drive (cul de sac) S. 88 E. 50 feet to a point; thence S. 24-58 E. 45.9 feet to a point; thence N. 11-57 E. 254.1 feet; thence N. 51-02 W. 303.3 feet; thence S. 32-00 W. 275.1 feet to the point of beginning.

This being the same property conveyed to the Mortgagor by deed of Clyde C. Williams and Etoliah R. Williams dated July 9, 1971, and recorded July 19, 1971, in the RMC Office for Greenville County, S.C., in Deed Book 920, Page 490, and this is a second mortgage on said property.

ALSO: ALL that piece, parcel or tract of land, with improvements thereon, situate, lying and being on the northeastern side of Clearview Drive, in Greenville County, in Grove Township, near Moonville, S.C., containing 2.0 acres, more or less, and having, according to plat entitled "John E. and Ruth C. Holliday" by J.L. Montgomery, III, RLS, dated July 1973, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of Clearview Drive, said iron pin being approximately 1,650 feet from U.S. Highway 25, and running thence along Clearview Drive S. 58-00 E. 295 feet to an iron pin; thence N. 32-01 E. 275.1 feet to an iron pin; thence N. 51-03 W. 295 feet to an iron pin; thence S. 32-35 W. 310.8 feet to the point of beginning.

(Continued)

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".

THE FIRST TRACT OF LAND hereinabove described is

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, Greenville, S.C.

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.

10180

4328 RV-2