

Deed File - GREENVILLE CO. S. C.
FEE SIMPLE JUN 11 4 34 PM '89
RMC
M. C. WILKINSON
REGISTER

SECOND MORTGAGE

THIS MORTGAGE, made this 10th day of June
19 81 by and between KEITH S. TOBIAS AND KAREN A. TOBIAS

(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 SIX THOUSAND SIX HUNDRED FIFTY THREE & 50/100 Dollars (\$6,653.50), (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 June 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 certain piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lot No. 8, Block 1, on plat of Section A, of Parkvale Subdivision recorded in the RMC Office for Greenville County, South Carolina, in Plat Book K, page 52, and also being shown on plat entitled "Property of Keith S. Tobias and Karen A. Tobias" as recorded in the RMC Office for Greenville County, S.C. in Plat Book 7W at page 58, and having according to said latter plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the western side of Summit Street (formerly Bennett Street) at the joint front corner of Lots No. 7 and 8 and running thence along the line of Lot No. 7, N. 88-40 W., 175.7 feet to an iron pin; thence N. 12-00 E., 70 feet to an iron pin; thence along the line of Lot No. 9, S. 88-45 E., 173.1 feet to an iron pin on the western side of Summit Street; thence along the western side of Summit Street, S. 9-50 W., 69.7 ft. to the beginning corner. The difference in the metes and bounds as shown on the above referenced plats is due to the giving of a part of Lot No. 8 for the widening of Summit Street as reflected in Deed Book 482, Page 105.

DERIVATION: Deed of Ralph G. Barton and Onie M. Barton recorded March 28, 1980 in Deed Book 1122 at page 926.

This conveyance is subject to any and all existing reservations, easements, rights of way, zoning ordinances and restrictions or protective covenants that may appear of record or on the premises.

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 March 28, 1980 and recorded in the Office of the Register of Mesne Conveyance (Clerk of Court) of Greenville County in Mortgage Book 1499, page 180.

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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