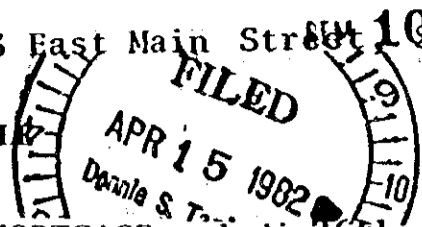


1463 East Main Street, Spartanburg, South Carolina

FEE SIMPLIFIED



SECOND MORTGAGE

THIS MORTGAGE, made this 26th day of March

1982, by and between Niles L. Caldwell, Sr. and Nellie H. Caldwell

BOOK 1568 PAGE 1

RECORDED

1982 APR -5 AM 9:51

R.M.C.

SPARTANBURG, S.C.

(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 Eight Thousand One Hundred Sixty-eight and 39/100 Dollars (\$78,168.39), (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 4/15, 1983.

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 lot or parcel of land in the County of Spartanburg, State of South Carolina, being shown on a plat dated September 8, 1976, recorded on February 8, 1977, by Blackwood Associates, recorded in Plat Book 79, Page 112, RMC Office for Spartanburg County, South Carolina. Said property contains 3.45 acres, more or less. For a more particular description, reference is hereby made to the aforesaid plat. 6-54-00-8.04.

This being the same property conveyed to Joe G. Meredith by deed recorded in Deed Book 46-B, Page 822, RMC Office for Spartanburg County, South Carolina.

ALSO, All that piece, parcel or lot of land lying, being and situate on the Southwest side of S.C. Highway No. 146, in the Town of Woodruff, County and State aforesaid, containing Seven (7) acres, more or less, and having the following courses and distances, to wit: Beginning at a point in said highway and running thence S 28-00 W 831.6 feet to an old iron pin, thence S 77-00 E 421 feet to an old iron pin, thence N 28-00 E 663.9 feet to a point in said highway (old iron pin back on line at 21 feet), thence with said highway N 56-30 W 412.5 feet, more or less, to beginning point. This being the same property which was conveyed to John H. Nelson by Sam E. Cooper by deed recorded in the RMC Office for said County on January 27, 1937, in Deed Book 8-W, Page 296. See Folder No. 24233 in Probate Judge's Office for said County in regards to the administration of the Estate of John H. Nelson, who died intestate on January 15, 1968. See Folder No. 31029 in regards to Eva N. Nelson who died testate December 31, 1975. Also see Deed Book 35-J, Page 223, Deed Book 35-J, Page 226, and Deed Book 43-U,

SEE ATTACHED EXHIBIT A

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 [redacted], and recorded in the Office of the Register of Mesne Conveyance (Clerk of Court) of Spartanburg County in Mortgage Book 867/28, 917/255, 1401/103 Greenville, page [redacted]

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.

SC70 --- 1 APR 15 92 1222 .0001

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