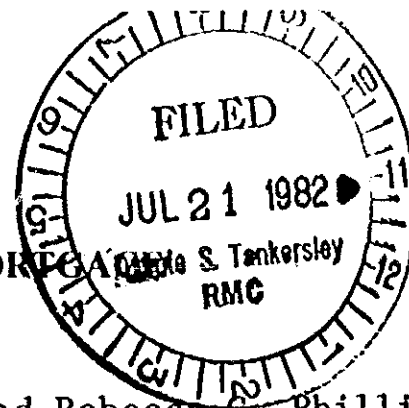


FEE SIMPLE

SECOND MORTGAGE



BOOK 1575 PAGE 790

THIS MORTGAGE, made this 13th day of July 19 82 by and between

Johnny C. Phillips and Rebecca S. Phillips

(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 ten thousand one hundred seventy-seven and 50/100 Dollars (\$ 10,177.50 ), (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 7/15 , 1987 .

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:

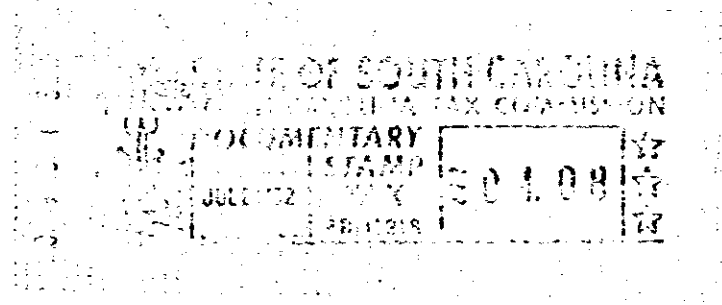
All that certain piece or lot of land situated on the south side of Hastings Circle near East Lee Road between the town of Taylors and the city of Greenville, Chick Springs Township, Greenville County, State of South Carolina and being Lot No. 8 of a subdivision known as Coral Ridge according to survey and plat recorded in Plat Book XX, Page 119 in the RMC Office for Greenville County and having such metes and bounds as shown thereon.

This property is conveyed subject to all restrictions, easements, and zoning ordinances of record or on the ground affecting said property.

This is the same property conveyed to the mortgagors herein by deed recorded in Deed Book 1093, Page 596, RMC Office for Greenville County, South Carolina, by Wayman R. and Jane M. Hairston on Dec. 12, 1978.

Parcel No. T31-2-11

Grantee Address: 1463 East Main Street, Spartanburg, South Carolina



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 12/11/78 , and recorded in the Office of the Register of Mesne Conveyance (Clerk of Court) of Greenville County in Mortgage Book 1452, page 673

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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