

**MORTGAGE**

THIS MORTGAGE is made this 23rd day of February 1984, between the Mortgagor, C.H.J. Fowler (herein "Borrower"), and the Mortgagee, Union Home Loan Corporation of South Carolina, a corporation organized and existing under the laws of the State of South Carolina whose address is Suite 205, Heaver Plaza, 1301 York Road Lutherville, Maryland 21093 (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of U.S. \$ 15,365.00 which indebtedness is evidenced by Borrower's note dated February 23, 1984 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on March 15, 1994;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

ALL that certain piece, parcel or lot of land on the southern side of Buncombe Street in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as A. Mahaffey on plat of the property of Eliza Powell recorded in Plat Book C at Page 16, and having according to said plat the following metes and bounds, to wit:

BEGINNING at a stake on the southern side of Buncombe Street 145 feet, more or less, in a southeasterly direction from the intersection of Lloyd Street and Buncombe Street at corner of property formerly owned by Stephen King; thence along the southern side of Buncombe Street in a southeasterly direction 63.5 feet, more or less, to an iron pin at corner of Carlisle property; thence with the line of Carlisle property S 56-03 W, 208.5 feet to pin at corner of property now or formerly owned by Thomas H. Hammond; thence with the line of Hammond property N 32-20 W, 63.5 feet to an iron pin; thence N 56-03 E, 208.5 feet to the point of beginning.

DERIVATION: Deed of Elizabeth D. Gilmer Smith, Broadus Elder and Paul Willis as esecutors of the Will of Archibald Mahaffey recorded in Deed Book 557 at page 186 in the Greenville County RMC Office.

This mortgage is junior and secondary in lien to that certain mortgage of Curtis H. Fowler to Carolina Federal Savings and Loan Association in the original sum of \$13,500.00 dated November 10, 1976 and recorded November 11, 1976 in Mortgage Book 1382 at page 644 in the Greenville County RMC Office.

STATE OF SOUTH CAROLINA  
RECORDS AND CLERK  
DOCUMENTARY TAX COMMISSION  
STAMP  
FEBRUARY 23 1984  
\$ 06.16

which has the address of 711 Buncombe Street, Greenville, SC 29601 South Carolina (herein "Property Address");

TO HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and



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