

**MORTGAGE**

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THIS MORTGAGE is made this 29th day of March 1984 between the Mortgagor Frank Lyda and Sybil Lyda (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").

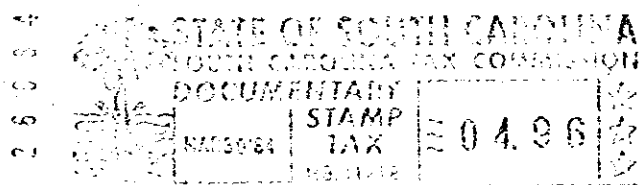
WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 12,378.50 which indebtedness is evidenced by Borrower's note dated March 29, 1984 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on April 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 piece, parcel or lot of land, together with all buildings and improvements, situate, lying and being on the northern side of Churchill Circle, near the City of Greenville, in Greenville County, South Carolina, being shown and designated as Lot No. 93 on a plat of a Portion of August Acres, showing Lots 74 through 97, made by R.E. Dalton, dated March 1946, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book P at page 17, reference to which is hereby craved. Said lot being 100 feet wide and 200 feet deep.

DERIVATION: Deed of Robert W. Brown and Jewell E. Brown recorded July 27, 1977 in Deed Book 1061 at page 319 in the Greenville County RMC Office.

This mortgage is junior and secondary in lien to that certain mortgage of Frank Lyda and Sybil Lyda to Collateral Investment Company in the original amount of \$19,500.00 dated July 27, 1977 and recorded July 27, 1977 in Mortgage Book 1405 at page 252.



which has the address of 203 Churchill Circle, Greenville, SC 29605 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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