

MORTGAGE

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THIS MORTGAGE is made this 6th day of April 1984 between the Mortgagor, Emmett Walker, Jr. and Shelby L. Walker (herein "Borrower"), and the Mortgagee, Freedlander, Inc. The Mortgage People, a corporation organized and existing under the laws of Virginia whose address is 4020 West Broad Street, Richmond, Virginia 23230 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the amount of U.S. \$ 30516.00 which indebtedness is evidenced by Borrower's note dated April 6, 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 12, 1994;

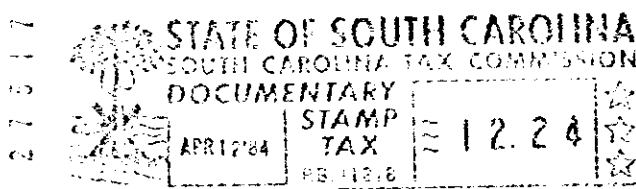
TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained. 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 in Greenville County, State of South Carolina, being shown and designated as Lot No. 50 on plat of Old Mill Estates, Section II, made by Piedmont Engineers and Architects, June 15, 1972, and recorded in the RMC Office for Greenville County in Plat Book 4-R at Page 22, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on Eastwood Drive at the joint front corner of Lots 49 and 50, and running thence along the joint line of said lots, N. 3-51 W. 200.0 feet to an iron pin; thence N. 8-00 E. 109.1 feet to an iron pin in the joint rear corner of Lot 51; thence with line of said lot, S. 4-12 E. 211.9 feet to an iron pin on Eastwood Drive; thence with said drive, S. 86-09 W. 110.0 feet to an iron pin, the point of beginning.

This is the same property conveyed to the Mortgagor herein by deed of Bob Maxwell Builders, Inc. recorded in the Office of the RMC for Greenville County on November 13, 1975, in Deed Book 1027 at Page 291.

This mortgage is second and junior in lien to that certain mortgage given to First Federal Savings and Loan Association in the original amount of \$29,924.00 recorded in the Office of the RMC for Greenville County on November 13, 1975, in Mortgage Book 1353 at Page 515.



which has the address of 101 Eastwood Drive Taylors South Carolina 29687 (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 seized 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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