

MORTGAGE

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THIS MORTGAGE is made this 15th day of November 1984 between the Mortgagor, David C. Ricker (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. \$ 39596.40 which indebtedness is evidenced by Borrower's note dated November 15, 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 November 21, 1994;

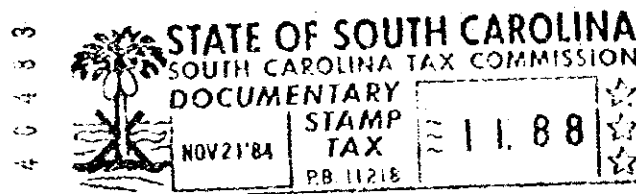
TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained. 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 with buildings and improvements thereon situate in City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 93 on plat of College Heights, recorded in Plat Book P, page 75, RMC Office for Greenville County, having according to a recent survey made December 1954 by R. W. Dalton, the following metes and bounds, to wit:

BEGINNING at iron pin on eastern side of Columbia Circle at joint front corner Lots 92 & 93, and running thence with joint line of said lots N. 77-21 E. 195 feet to iron pin, corner Lot 101; thence with line of said lot N. 39-48 E. 27.7 feet to iron pin, corner Lot 100; thence with line of said lot N. 7-53 W. 71.8 feet to iron pin, corner Lot 94; thence with line of said lot S. 73-53 W. 223 feet to iron pin on eastern side of Columbia Circle; thence with eastern side of said street S. 12-39 E. 75 feet to beginning corner.

This being same property conveyed to David C. Ricker and Patricia F. Ricker by deed of John A. Carson recorded February 5, 1963, in Deed Book 716, page 15. Thereafter Patricia F. Ricker, et al, conveyed her interest in said property to David C. Ricker recorded October 23, 1984, in Deed Book 1224, page 726.

This mortgage is junior in lien to that certain mortgage in favor of C & S National Bank in original sum of \$19,630.66 recorded October 28, 1981, in Mortgage Book 1556, page 357.



which has the address of 11 Columbia Circle Greenville South Carolina 29607 (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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