FILED GREENVILLE CO. S.C.

day of ... December of SouldNuth of the KEASLEY (herein "Borrower"), and the Mortgagee, Union Role Loan Corporation existing under the laws of Cthe State of South Carolina whose address is Suite 205, Heaver Plaza, 1301 York Road Lutherville, Haryland 21093 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$.10,732,50..... which indebtedness is evidenced by Borrower's note dated December 3, 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 ... December 15, 1994

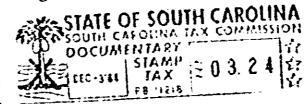
TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained. Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greeny 111e State of South Carolina:

All that certain piece, parcel or lot of land, situate on the western side of Chestnut Oaks Circle, in the County of Greenville, State of South Carolina, the same being shown as Lot No. 60 on a plat of Holly Tree Plantation, Phase III, Section II, dated April 3, 1979 and prepared by Piedmont Engineers, Architects and Planners, recorded in the R. M. C. Office for Greenville County, South Carolina in Plat Book 7-C at Page 27 and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the western side of Chestnut Oaks Circle at the joint front corner of Lots 59 and 60 and thence running with Lot 59 S. 59-34 W., 245.30 feet to an iron pin at the joint rear corner of Lots 59 and 60; thence N. 13-08 W., 150.0 feet to an iron pin at the joint rear corner of Lots 60 and 61; thence with Lot 61 N. 78-24 E., 181.33 feet to an iron pin on Chestnut Oaks Circle; thence with said Circle S. 27-29 E., 5.0 feet to an iron pin; thence still with said Circle S. 50-42 E., 85.0 feet to the point of beginning.

This being the same property conveyed to the mortgagors herein by deed of Franklin Enterprises, Inc. dated Pebruary 5, 1982 and recorded in the R. H. C. Office for Greenville County, South Carolina on February 5, 1982.

This mortgage is second and junior in lien to that mortgage given in favor of Bankers Trust of South Carolina dated February 5, 1982 and recorded in the R. H. C. Office for Greenville County, South Carolina on February 5, 1982 in Volume 1562 at Page 932.



[6:9]

which has the address of . 110 Chestnut Oaks Circle

..... (herein "Property Address"): South Carolina . . (I-p Code)

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

E THE SECOND PROPERTY OF THE P

SOUTH CAROLINA-HOME IMPROVEMENT-1/60-FRMA/FRAME UNIFORM PREFERENCE

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