

RECORDED
AUG 5 1983
S. CAROLINA

96013

MORTGAGE

BOOK 1619 PAGE 326

THIS MORTGAGE is made this 29th day of July 1983 between the Mortgagor, Dollie M. James (herein "Borrower"), and the Mortgagee, Uniform Mortgage Corporation of S.C., a corporation organized and existing under the laws of State of South Carolina whose address is, Piedmont East Building Suite 500A 37 Villa Road Greenville, South Carolina 29615 (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of U.S. \$ 14,000.00 which indebtedness is evidenced by Borrower's note dated July 29, 1983 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 August 1, 1993;

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 tract or parcel of land, situate, lying, and being in the county of Greenville, State of South Carolina situate on the north side of Dumont Avenue and the east side of Gayle Street, near the City of Greenville, being shown as the greater portions of Lots 42 and 43 on plat of Rockvale, Section I, made by J. Mac Richardson, Surveyor, October 25, 1958, recorded in the RMC Office for Greenville County, S. C. in Plat Book QQ, Page 108, and also known as Lot 42 on an unrecorded plat of a revision of Lots 40 thru 43 and Lots 58 and 61, Section I, Rockvale, made by Campbell & Clarkson Surveyors, Inc., dated September 9, 1970 and also shown on a plat of property of Dennis Eugene Moore and Diane B. Moore made by Campbell & Clarkson Surveyors, Inc., dated August 2, 1971, recorded in Plat Book 4K, Page 147, in the RMC Office for Greenville County, S. C. and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the east side of Gayle Street at the joint corner of Lots 44 and 43 and runs thence with the line of Lot 44 N. 88-02 E. 110 feet to an iron pin; thence along a new line through Lots 43 and 42 S. 1-58E. 155 feet to an iron pin on the north side of Dumont Avenue; thence along Dumont Avenue S. 88-02 W 100 feet to an iron pin at the intersection of Dumont Avenue and Gayle Street; thence with the curve of said avenue and street (the chord of which is N. 46-38 W. 14.1 feet) to an iron pin on the east side of Gayle Street; thence along Gayle Street N. 1-58 W. 145 feet to the beginning corner.

Subject to all covenants, restrictions, reservations, easements, conditions and rights appearing of record; and SUBJECT to any state of facts an accurate survey would show.

This Being the same property conveyed to Dollie M. James by deed of James T. Lynn, Secretary Of H.U.D., recorded in Deed Book 994, Page 19 on February 19, 1974, R. M. C. Office for Greenville County.

which has the address of Route 5 Dumont Avenue, Piedmont, South Carolina 29673 (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 therein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and

1619 326

1619 326