

SEP 16 4 50 PM '83  
DONNIE S. W. ASLEY  
R.M.C.

BOOK 1826 PAGE 163

**MORTGAGE**

THIS MORTGAGE is made this 12th day of September 1983, between the Mortgagor, Richard H. Kapp and Reba G. Kapp (herein "Borrower"), and the Mortgagee, UNITED VIRGINIA MORTGAGE CORPORATION, a corporation organized and existing under the laws of VIRGINIA, whose address is 919 EAST MAIN STREET, RICHMOND, VIRGINIA 23219 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 50,426.25, which indebtedness is evidenced by Borrower's note dated September 12, 1983 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 15, 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 piece, parcel or lot of land, located, lying and being in the City of Greenville, Greenville County, State of South Carolina, on the northern side of East Faris Road Extension and shown and designated as Lot No. 18 on plat entitled "Addition #2 to Forest Hill" prepared by Dalton & Neves, dated February, 1939, and revised July, 1940, which plat is recorded in the RMC Office for Greenville County, S. C. in Plat Book J, at Page 213, and also shown on a recent survey by Pickell and Pickell, dated April 18, 1946, and having, according to said plats, the following metes and bounds:

BEGINNING at an iron pin on the northern side of East Faris Road Extension, at the joint front corner of Lots 18 and 19, said pin being 150 feet east from the northeastern corner of the intersection of East Faris Road Extension and Long-view Terrace; thence with the northern side of East Faris Road Extension, N. 64-30 E. 75 feet to an iron pin at the joint front corner of Lots 17 and 18; thence with the line of Lot 17, N. 26-19 W. 170 feet to an iron pin on the rear line of Lot 9; thence with the rear line of Lots 8 and 9, S. 64-30 W. 92 feet to an iron pin; thence with the line of Lot 19, S. 32-00 E. 171.2 feet to an iron pin on the northern side of East Faris Road Extension, the beginning corner.

ALSO: ALL that piece, parcel or lot of land, located, lying and being in the City of Greenville, Greenville County, State of South Carolina, on the northern side of East Faris Road Extension, and shown and designated as a portion of Lot 19 on plat entitled "Addition #2 to Forest Hills" prepared by Dalton & Neves, Engineers, dated February, 1939, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the northern side of East Faris Road Extension, at the joint front corner of Lots 18 and 19, and running thence with the line of Lot 18, N. 32-0 W. 93.8 feet to an iron pin; thence S. 64-30 W. 4 feet to an iron pin; thence in a straight line in a southeasterly direction, 93.8 feet, more or less, to an iron pin on the northern side of East Faris Road Extension in the front line of Lot 19, said pin being 8 feet west from the (continued on next page) which has the address of 407 East Faris Road Greenville, South Carolina 29605 (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 planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

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