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MORTGAGE

THIS MORTGAGE is made this 14th day of November 1983 between the Mortgagor, Toney B. F. Evett & Melissa Ann Evett (herein "Borrower"), and the Mortgagee, First Mortgage Corporation of SC, 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. \$ 28,000.00 which indebtedness is evidenced by Borrower's note dated 11-14-83 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 12-1-98;

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 situate, lying and being on the southern side of Birchwood Lane, in the City of Mauldin, County of Greenville, State of South Carolina, and being known and designated as Lot No. 129 on Plat entitled EASTDALE DEVELOPMENT, recorded in the RMC Office for Greenville County, S.C. in Plat Book YY, At Pages 118 and 119; and having according to said Plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Birchwood Lane at the joint front corner of Lots 128 and 129 and running thence along the joint line of said Lots S. 22-37 W. 169.8 feet to an iron pin; thence S. 68-53 E. 150.05 feet to an iron pin; thence along the joint line of Lots 129 and 130, N. 22-37 E. approximately 165 feet to an iron pin on the southern side of Birchwood Lane; thence along the southern side of said Lane N. 67-23 W. 150 feet to the point of beginning.

This conveyance is made subject to all restrictions, setback lines, roadways, zoning ordinances, easements and rights-of-way, if any, affecting the above described property.

Being the same property conveyed to the Mortgagors by deed of Levis L. Gilstrap recorded June 1, 1976 in Deed Book 1037, Page 145.

which has the address of 310 Birchwood Lane Mauldin
(Street) (City)
South Carolina 29662 (herein "Property Address");
(Zip 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 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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