

**MORTGAGE**

GREENVILLE, S.C.

THIS MORTGAGE is made this 16th day of November 1983 between the Mortgagor, Leon Clarady and Veola Clarady (herein "Borrower"), and the Mortgagee, Freedlander, Inc. The Mortgage People, an M.C. 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 principal sum of U.S. \$ 38696.40 which indebtedness is evidenced by Borrower's note dated November 16, 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 November 22, 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 piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lot No. 39 and a portion of Lot No. 38, Section 1, ROCKVALE Subdivision, as shown on a plat thereof recorded in the RMC Office for Greenville County in Plat Book QQ at Page 108, and being more specifically shown on a plat entitled "Revision of Lots 36, 37, 38 and 39 for Henry C. Harding Builders, Inc.", being shown on that plat as Lot No. A which plat is recorded in the RMC Office for Greenville County in Plat Book NNN at Page 91 and having such metes and bounds as shown on the latter plat, reference to which is hereby made for a more complete description.

THIS is the same property as that conveyed to the Mortgagors herein by deed from James Haskell Blackwell recorded in the RMC Office for Greenville County in Deed Book 1969 at Page 853 on December 8, 1977.

THIS is a second mortgage subject to that certain first mortgage to NCNB Mortgage South, Inc. recorded in the RMC Office for Greenville County in Mortgage Book 1418 at Page 48 on December 8, 1977 in the original amount of \$23,900.00.

RECORDED IN THE RMC OFFICE FOR GREENVILLE COUNTY, SOUTH CAROLINA  
ON DECEMBER 15, 1983

L.C.  
V.C.

which has the address of 39 Gayle Street, Piedmont (City) South Carolina 29673 (to City) (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 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 therein "Funds" equal to one-twelfth of the yearly taxes and assessments (including condominium and

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