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MORTGAGE

(herein "Borrower"), and the Mortgagee, Union Home Loan Corporation a corporation organized and of South Carolina..... existing under the laws of the State of South Carolina whose address is Suite 205, Heaver Plaza, 1301 York Road Lutherville, Maryland 21093 (herein "Lender").

WHEREAS. Borrower is indebted to Lender in the principal sum of U.S. s ... 10, 312, 50 which indebtedness is evidenced by Borrower's note dated .. December. 21., . 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 . . January 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 ...Greenwille...... State of South Carolina:

ALL that certain piece, parcel or lot of land, situate, lying and being on the southeastern side of Holmes Drive, in the City of Greenville, State of South Carolina, being shown and designated as Lot 102 on a plat of Central Development Corporation, recorded in the RMC Office for Greenville County, South Carolina in Plat Book Y, pages 148 adm 149, and having according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the southeastern side of Holmes Drive, at the joint frotn corner of Lots 102 and 103, and running thence with the common line of said Lots, S 72-14 E, 245 feet to an iron pin; thence S 39-04 W, 86.2 feet to an iron pin, joint rear corner of Lots 101 and 102; thence with teh common line of said Lots N 71-41 W, 204.5 feet to an iron pin on the southeastern side of Holmes Drive; thence with said Drive N 11-28 E, 80 feet to an iron pin, the point of beginning.

DERIVATION: Deed of Robert C. Bridner and Constance L. Bridner recorded December 2, 1978 in Deed Book 1092 at page 933 in the Greenville County RMC Office.

This mortgage is junior and secondary in lien to that certain mortgage of Gary E. Hoffman and Julia J. Hoffman to Fidelity Federal Savings and Loan Association in the amount of \$36,100.00 dated December 1, 1978 and recorded December 1, 1978 in Mortgage Book 1451 at page 787 in the Greenville County RMC Office.

which has the address of 309 Holmes Drive, Greenville, SC 29609 [City] [Street] South Carolina (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

SOUTH CAROLINA-HOME IMPROVEMENT-1/80-FMMA/FHLMC UNIFORM INSTRUMENT