

MORTGAGE

FILED GREENVILLE CO. S.C.

THIS MORTGAGE is made this 5th day of January 1984 between the Mortgagor, Uta G. Shervin of South Carolina (herein "Borrower"), and the Mortgagee, Union Home Loan Corporation 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. \$ 15,355.00 which indebtedness is evidenced by Borrower's note dated January 5, 1984 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 Greenville, State of South Carolina:

ALL that certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lot No. 164, Havelock Drive, Peppertree Subdivision, Section No. 3, as shown on a plat recorded in Plat Book 4X at Page 4, having according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin located on the eastern side of the cul-de-sac right-of-way of Havelock Drive, a joint corner of Lots Nos. 163 and 164; thence along said right of way N 19-10 W, 30 feet to an iron pin; thence N 46-42 W, 35.2 feet to an iron pin; thence N 7-20 E, 30 feet to an iron pin; thence S 82-40 E, 170 feet to an iron pin; thence S 7-18 E, 62 feet to an iron pin; thence N 89-40 W, 145 feet to an iron pin, the point of beginning.

The above property is subject to the Amended Declaration of Covenants, Conditions and Restrictions recorded in the Office of the RMC for Greenville County in Deed Book 978 at page 895 and to any other restrictions, easements and rights-of-way of record, including a five foot drainage and utility easement along side and rear lot lines.

DERIVATION: Deed of Arthur Lee Shervin recorded January 9, 1981 in Deed Book 1140 at page 531 in the Greenville County RMC Office.

This mortgage is junior and secondary in lien to that certain mortgage of Arthur L. Shervin and Uta G. Shervin to Carolina National Mortgage Investment Co., Inc. recorded October 7, 1974 in Mortgage Book 1324 at page 289 in the Greenville County RMC Office.

which has the address of 1010 Havelock Drive, Taylors, Sc 29687 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 - FNMA/FHLMC UNIFORM INSTRUMENT

STATE OF SOUTH CAROLINA DOCUMENTARY TAX COMMISSION STAMP JAN 15 1984 TAX \$ 06.18

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