

**MORTGAGE**

THIS MORTGAGE is made this 17th day of April 1984 between the Mortgagor, John E. Voorhees and Sunnie A. Voorhees (herein "Borrower"), and the Mortgagee, The Mortgage People, a 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 amount of U.S. \$ 38617.20 which indebtedness is evidenced by Borrower's note dated April 17, 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 April 23, 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 piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, on the western side of Briarcliff Drive (formerly known as Central Avenue) being known and designated as Lots 13 and 14 as shown on a plat of Dixie Heights prepared by C. M. Furman, Engineer, January 31, 1927, recorded in the Office of the RMC For Greenville County in Plat Book H at Page 46, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the western side of Briarcliff Drive (formerly Central Avenue) at the joint front corner of Lots 12 and 13, and running thence along the joint line of said lots, N. 46-48 W. 160 feet to a point; thence N. 43-12 E. 100 feet to a point at the joint rear corner of Lots 14 and 15; thence with the joint line of said lots, S. 46-48 E. 160 feet to a point on Briarcliff Drive (formerly Central Avenue); thence with the western side of said Briarcliff Drive, S. 43-12 W. 100 feet to the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Eunice H. Chastain recorded in the Office of the RMC for Greenville County on March 24, 1983, in Deed Book 939 at Page 183.

This mortgage is second and junior in lien to that certain mortgage given to Thomas & Hill, Inc. in the original amount of \$24,700, recorded March 24, 1972, in Mortgage 1226 at Page 513, and assigned to Manufacturers Hanover by assignment recorded April 14, 1972, in Mortgage Book 1230 at Page 314.

which has the address of 302 Briarcliff Drive Greenville South Carolina 29607 (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

SC10 3 AP24 84 014 S.C.C.R.