

MORTGAGE

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THIS MORTGAGE is made this 4th day of May 1984 between the Mortgagor, WILLIAM F. FINNELL (herein "Borrower"), and the Mortgagee, Union Home Loan Corporation of South Carolina, a corporation organized and existing under the laws of the State of South Carolina whose address is Suite 205, Heaver Plaza, 1301 York Road, Lutzerville, Maryland 21093 (herein "Lender").

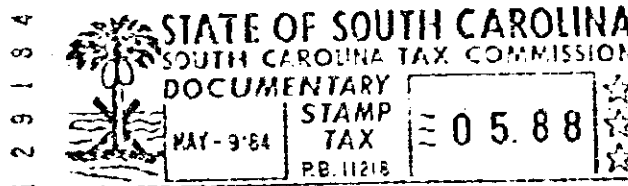
WHEREAS Borrower is indebted to Lender in the principal sum of U.S. \$ 14,687.50 which indebtedness is evidenced by Borrower's note dated May 4, 1984 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on May 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, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as the major portion of Lot No. 10 on plat of property of L. Maude Rogers prepared by J. C. Hill, RLS, dated August 12, 1956 and recorded in the RMC Office for Greenville County in Plat Book 00 at Page 154; said lot is also identified as Lot 10-A containing .35 acres as shown on plat prepared by W. F. Finnell by Wolfe and Huskey, Inc., Engineers, dated July 10, 1979 and recorded in the RMC Office for Greenville County in Plat Book 7L at Page 22, and having, according to the latter plat, the following metes and bounds, to-wit: BEGINNING at an iron pin on the southeastern side of Rainbow Circle, joint front corner of Lots No. 11 and 10A and running thence with the southeastern side of Rainbow Circle N. 46-00 E. 62.5 feet to an iron pin; thence continuing with Rainbow Circle N. 34-10 E. 36.8 feet to an iron pin at the corner of Lot 10B; thence with the joint line of Lots 10A and 10B S. 42-29 E. 124.2 feet to an iron pin in the line of Lot No. 9; thence with the line of Lot No. 9 S. 32-15 W. 142 feet to an iron pin on the corner of Lot 11; thence with the line of Lot 11 N. 28-00 W., 156 feet to the point of beginning.

This is a portion of the same property conveyed to William F. Finnell by Bobbie J. Carr and Sarah R. Carr by deed dated July 28, 1978 and recorded in the RMC Office for Greenville County on July 31, 1978 in Deed Book 1084 at Page 354.

This mortgage is second and junior in lien to that certain mortgage in favor of Aiken-Speir, Inc. dated January 23, 1980 and recorded in the RMC Office for Greenville County in Mortgage Book 1494 at Page 23.



which has the address of 108 Rainbow Circle, Mauldin South Carolina 29662 (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

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