

MORTGAGE

THIS MORTGAGE is made this 13th day of August 1984, between the Mortgagor, James W. Montgomery (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, Weaver Plaza, 1301 York Road, Lutherville, Maryland 21093 (herein "Lender").

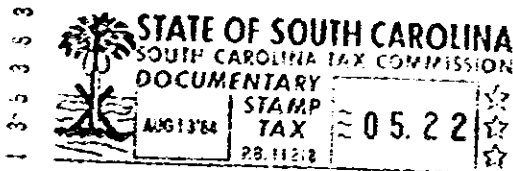
WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 17,345.00 which indebtedness is evidenced by Borrower's note dated August 13, 1984 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on August 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 piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, being shown as Lot No. 3 on plat of a subdivision for Dunean Mills, Section 2, recorded in Plat Book S at Pages 173-177 in the RMC Office for Greenville County and having such metes and bounds as shown thereon, said lot fronting on Wallace Street and being also known as 49 Wallace Street.

This is the same property conveyed to the Mortgagor herein by deed of Vension J. Baker and Tevya M. Kuperstock Baker recorded in Deed Book 1164, Page 23 in the RMC Office for Greenville County, South Carolina.

This is a second mortgage and junior to that mortgage given by the Mortgagor to the Greenville County Redevelopment Authority recorded in Mortgage Book 1596, Page 996, aforesaid records.



which has the address of 49 Wallace Street, Greenville, South Carolina South Carolina (herein "Property Address");

TO HAVE AND TO HOLD under 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 (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and

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RETS

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