

MORTGAGE

VOL. 1677 PAGE 972

THIS MORTGAGE is made this 17th day of August 1984 between the Mortgagor, Parnell Q. DuBois and Blanch DuBois of South Carolina (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 Lutherville, Maryland 21093 (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of U.S. \$ 21,395.00 which indebtedness is evidenced by Borrower's note dated August 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 September 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 State of South Carolina, County of Greenville, in Hopewell Community containing 5.00 acres as shown on plat entitled "Property of James Robert Gault" prepared by Campbell and Clarkson dated April 6, 1968 and recorded in Plat Book "ZZZ" at Page 7 in the RMC Office for Greenville County and having the following metes and bounds, to-wit:

BEGINNING at an iron pin near the center of a County Road called Richardson Road at joint corner of 7.41 acre tract owned by J. E. Russell; thence along Russell line S. 50-19 E. 996.75 feet to an iron pin on property of Lewis Thackston; thence along thackston line N. 29-15 E. 93.5 feet to an iron pin in the center of a branch; thence along other property, now or formerly of James E. Russell and Mary K. Russell N. 28-51 W. 716.5 feet to a point near the center of Richardson Road; thence along center of said Richardson Road the following courses and distances: N. 85-36 W. 182.9 feet; S. 82-38 W. 100 feet; S. 71-55 W. 100 feet and S. 64-42 W. 100 feet to the point of beginning.

This is the same property conveyed to the Grantors herein by the Deed of Earnest A. Cordes and Lea K. Cordes, said Deed being recorded in the RMC Office for Greenville County in Deed Book 1078 at Page 765, recorded on May 8, 1978.

This is a second mortgage, junior to that given to First Federal Savings and Loan Association in the original amount of \$32,000.00, said Mortgage being recorded in the RMC Office for Greenville County in Mortgage Book 1431 at Page 446, recorded on September 8, 1978.

which has the address of Rt. 2 Box 529 Simpsonville South Carolina 29681 (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 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

1677 972

1677 972