

MORTGAGE

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THIS MORTGAGE is made this 17th day of October 1984 between the Mortgagee, Emma J. Cole (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. \$ 42,557.50 which indebtedness is evidenced by Borrower's note dated October 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 November 15, 1994;

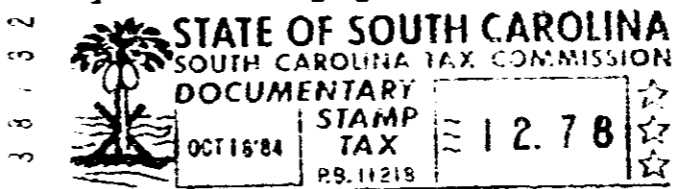
To SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, 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 the buildings and improvement thereon, lying and being on the northerly side of Mimosa Drive, near the City of Greenville, S.C., being known and designated as Lot No 99 on a plat of Heritage Hills, as recorded in the RMC Office for Greenville, County, SC., in Plat Book YY at Page 187 and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the northerly side of Mimosa Drive, said pin being the joint front corner of Lots 99 and 100 and running thence with the common line of said Lots N. 18-24 W. 181.9 feet to an iron pin, joint rear corner of Lots 99 and 100; thence N. 73-08 E. 105.9 feet to an iron pin, joint rear corner of Lots 98 and 99; thence with the common line of said Lots S. 18-33 E. 167.7 feet to an iron pin on the northerly side of Mimosa Drive; thence with the northerly side of Mimosa Drive S. 65-33 W. 105 feet to an iron pin, the point of beginning.

This is the same property conveyed to the Grantor herein by the Deed of J. Michael Collins, said Deed being recored in the RMC Office for Greenville County in Deed Book 822 at Page 473, recorded on June 28, 1967.

This is a second mortgage, junior to that given to the C. Douglas Wilson Company in the original amount of \$28,000.00, said Mortgage being recorded in the RMC Office for Greenville County in Mortgage Book 1061 at Page 609, recorded on June 28, 1967.



which has the address of 309 Mimosa Drive Greenville South Carolina 29615 (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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