

MORTGAGE

96124

THIS MORTGAGE is made this 23rd day of October, 1984, between the Mortgagor, Willie Marvin Hales & Deborah B. Hales (herein "Borrower"), and the Mortgagee, UniMortgage Corporation of SC, a corporation organized and existing under the laws of South Carolina whose address is Piedmont East Building Suite 500A 37 Villa Road Greenville, South Carolina 29615 (herein "Lender").

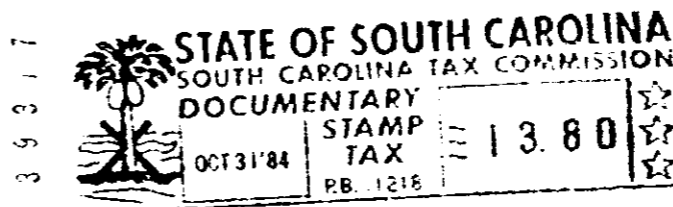
WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 46,000.00, which indebtedness is evidenced by Borrower's note dated October 23, 1984 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on November 1, 1999;

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 in the County of Greenville, State of South Carolina, situate, lying and being on the southeastern side of Fairmont Avenue and being a part of Lot 79 and part of Lot 78 of the Brookforest Subdivision, and being more recently shown on plat entitled "Property of F. G. Hathaway" prepared by Jones Engineering Service, dated September 10, 1982, and recorded in Plat Book 9-G at Page 5 on September 17, 1982 in the RMC Office for Greenville County.

Being the same property conveyed from W. Daniel Yarborough, as Master for Greenville County, to Secretary of Housing and Urban Development of Washington, D.C., by Deed dated April 10, 1984, and recorded April 24, 1984, in Book 1211, at Page 89, of the Greenville County, S.C., RMC Office.

Being the same property conveyed to Willie Marvin Hales by deed of Samuel R. Pierce, Jr., Secretary of Housing and Urban Development, of Washington, D.C., dated September 21, 1984, to be recorded.



which has the address of 311 Fairmont Avenue Greenville,
 (Street) (City)
 South Carolina 29605 (herein "Property Address");
 (Zip Code)

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 planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

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