

ADDRESS OF MORTGAGEE:
Suite 205, Heaver Plaza
1301 York Road
Lutherville, MD 21093

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P.O. Box 1585
Greenville, S.C. 29602

MORTGAGE

THIS MORTGAGE is made this 13th day of April 1984, between the Mortgagor, Jimmy H. Elliott and Shelby J. Elliott (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. \$ 15,340.00 which indebtedness is evidenced by Borrower's note dated April 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 April 15, 1994;

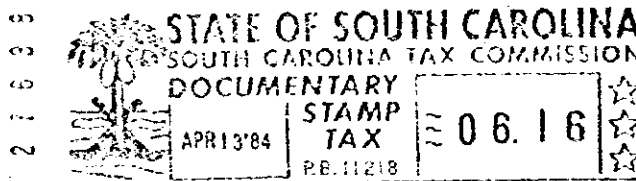
TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, 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, and the improvements thereon, situate, lying and being in the Town of Simpsonville, County of Greenville, State of South Carolina, and being known and designated as Lot N. 34 on a plat of Pine Tree recorded in Plat Book 5-D at Page 63 in the RMC Office for Greenville County and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on Pine Bark Court at the joint front corner of Lots Nos. 33 and 34 and running thence S. 0-22 E. 150.0 feet to a point; thence running N. 89-38 E. 105.0 feet to a point; thence running N. 0-22 W. 150.0 feet to a point; thence running with Pine Bark Court, S. 89-38 W. 105.0 feet to the point of beginning.

This being the identical property conveyed to the Mortgagors herein by deed of Thomas B. Darling and F. Dianne Darling dated August 7, 1980 and recorded August 7, 1980 in the RMC Office for Greenville County in Deed Book 1130 at Page 690.

This mortgage is junior to the mortgage to Heritage Federal Savings & Loan Association dated 8/7/80 and recorded 8/7/80 in the RMC Office for Greenville County in Mortgage Book 1510 at Page 194 in the original amount of \$33,000.00.



which has the address of 206 Pinebark Court, 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 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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