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

MORTGAGE

P. 16507 457

THIS MORTGAGE is made this. 16th day of April

19.84, between the Mortgagor, Billy Francis Gilliard and Sharen G. Gilliard

(herein "Borrower"), and the Mortgagee, Union home Loan Corporation

of South Carolina

existing under the laws of the State of South Carolina

whose address is Suite 205, Heaver Plaza, 1301 York Road

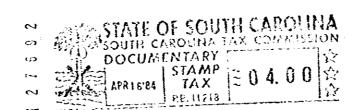
Lutherville, Maryland 21093 (herein "Lender").

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 all improvements thereon, situate, lying and being shown and designated as Lots 34, 35, 36 and 37 located on the southeasterly side of Gladys Drive as shown on a plat of Glad Acres Subdivision near Greenville, South Carolina prepared by Pickell and Pickell and recorded in the RMC Office for Greenville County in Plat Book S at Page 13, reference is made to said plat for a more accurate description.

This being the identical property conveyed to the Mortgagors herein by deed of Alfred F. Stewart, John H. Stewart, Gladys S. Williams, Josephine S. Carlton, Effie S. Poteat and Edna Jeanette S. Glazener dated M y 19, 1978 and recorded in the RMC Office for Greenville County in Deed Book 1079 at Page 533.

This mortgage being junior to the mortgage to Cameron Brown Company in the original amount of \$11,000.00 dated May 19, 1978 and recorded May 19, 1978 in the RMC Office for Greenville County in Mortgage Book 1432 at Page 618; this mortgage was re-recorded in Mort. Book 1435 at Page 227 and assigned to FNMA in Mort. Book 1438 at Page 121.



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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SOUTH CAROLINA-HOME IMPROVEMENT-1/80-FINMA/FHLMC UNIFORM INSTRUMENT