THIS MORTGAGE is made this. 17th day of May

19. 84 between the Mortgagor, S., Wilson L. Ellenburg & Ellouise B. Ellenburg

(herein "Borrower"), and the Mortgagee, Union Home Loan Comporation

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 ofGreenville...., State of South Carolina:

ALL that piece, parcel or lot of land in Chick Springs Township, near Paris School District, about 5 miles north of the City of Greenville, on the west side of Rutherford Road and north side of Park Avenue, known and designated as Lot 107 on a plat prepared by Carolina Surveying Company, entitled property of Wilson L. Blenburg and Ellouise B. Ellenburg, and recorded in the RMC Office for Greenville County in Plat Book 7-B, at Page 56, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the northwest corner of the intersection of Park Avenue and Rutherford Road and running thence N. 74-30 W., 181.6 feet to an iron pin; thence running N. 15-30 E., 95 feet to an iron pin; thence running S. 74-30 E., 181.6 feet to an iron pin on the west side of Rutherford Road; thence running S. 15-30 W., 95 feet to the beginning corner.

The above is the same property conveyed to the mortgagors herein by deed of William W. Westmoreland and Frances S. Westmoreland, dated March 9, 1979, and recorded March 14, 1979, in the RMC Office for Greenville County in Deed Book 1098, at Page 435. The mortgage of the above property herein given is second and junior in rank to that certain first mortgage of First Federal Savings and Loan Association, recorded November 14, 1979, in the RMC Office for Greenville County in Mortgage Book 1459, at Page 756.

DESCRIPTION CONTINUED AT END OF MORTGAGE

601 Piedmont Park Road, Greenville, S. C. 29609
which has the address of 416 Pennsylvania Ave., Greer, S. C. 29651
[Street] [City]

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-FAMA/FHEMC UNIFORM INSTRUMENT

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