MORTGAGE

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THIS MORTGAGE is made this S. 17th day of May.

1984 between the Mortgagor. F. Vandiver Tribble, III

of South Carolina a corporation of South Carolina a corporation organized and existing under the laws of Mile State of South Carolina whose address is Suite 205. Heaver Plaza, 1301 York Road Lutherville, Maryland 21093 (herein "Lender").

ALL that piece, parcel or lot of land with all improvements thereon or hereafter constructed thereon situate, lying and being on the northern side of East Washington Street in the City of Greenville, County of Greenville, State of South Carolina, being shown and designated as Lot No. 10 and the eastern one-half of Lot No. 9 on plat of Property of Thomas F. Parker, prepared by R.E. Dalton, Engineer, dated February 1916, recorded in Plat Book E at Page 114 and being described according to said plat more particularly, to wit:

BEGINNING at a point on the northern side of East Washington Street 91 feet east from the intersection of said Street and Williams Street and running thence through the center of Lot No. 9 N 14-54 W, 140 feet to a point on the southern side of a 10-ft. alley; thence along the southern side of said alley N 68-52 E, 90 feet to an iron pin at the joint rear corner of Lots 10 and 11; thence along the common line of said Lots S 14-54 E, 140 feet to an iron pin at the joint front corner of said Lots on the northern side of East Washington Street; thence along the northern side of said Street S 68-52 W, 90 feet to an iron pin, the point of beginning.

DERIVATION: Deed of Jean F. Thomason and Marguerite T. Plonk recorded January 6, 1978 in Deed Book 1071 at Page 429.

This mortgage is junior and secondary in lien to that certain mortgage of F. Vandiver Tribble, III to Jean F. Thomason and Marguertie T. Plonk in the original amount of \$45,000.00 dated January 5, 1978 and recorded January 6, 1978 in Mortgage Book 1420 at Page 465.

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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