

GR...
JUL 19 3 33 PM '84
GREENVILLE

MORTGAGE

VOL 1873 PAGE 182

THIS MORTGAGE is made this 11th day of July, 1984, between the Mortgagor, John R. Mathers and Charlotte P. Mathers (herein "Borrower"), and the Mortgagee, UNITED VIRGINIA MORTGAGE CORPORATION, a corporation organized and existing under the laws of VIRGINIA, whose address is 919 EAST MAIN STREET, RICHMOND, VIRGINIA 23219 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 12,150.00 which indebtedness is evidenced by Borrower's note dated July 11, 1984 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 15, 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 piece, parcel or lot of land with all buildings and improvements thereon, situate, lying and being on the northwestern side of Tallulah Drive, in the City of Greenville, Greenville County, South Carolina being shown and designated as Lot No 102 on a plat entitled, "Estate of D. T. Smith made by Dalton and Neves dated May 1935, recorded in the

RMC Office for Greenville County, South Carolina, in Plat Book "H" at Page 279, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of Tallulah Drive, at the joint front corners of Lots Nos 101 and 102 and running thence with the common line of said lots, N.20-17 W 208.5 feet to an iron pin in the line of property now or formerly belonging to C. C. Campbell; thence along the Campbell line, N. 58-45 E. 48 feet to an iron pin at the joint rear corners of lots Nos. 102 and 103 thence; along the common line of said lots. S. 22-05 E. 225 feet to an iron pin on the northwestern side of Tallulah Drive thence; along the northwestern side of said Drive S. 77-03 W. 54.8 feet to an iron pin, the point of beginning.

This is the same property conveyed to the Grantors herein by the Deed of George O. Bailey, said Deed being recorded in the RMC Office for Greenville County in Deed Book 1057 at Page 489, recorded on May 30, 1977.

This is a second mortgage, junior to that given to First Federal Savings and Loan Association in the original amount of \$24,000.00, said mortgage being recorded in Mortgage Book 1399 at Page 248, recorded on May 30, 1977

which has the address of 17 E. Tallulah Drive Greenville, South Carolina 29605 (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 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.

1873

1873