

MORTGAGE

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THIS MORTGAGE is made this 16th day of July, 1984, between the Mortgagor, James E. Whitaker and Brenda R. Whitaker (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. \$Nineteen Thousand One Hundred Fifty which indebtedness is evidenced by Borrower's note dated July 16, 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 August 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 situate, lying and being in the County of Greenville, State of South Carolina, in O'Neal Township, approximately three miles northwest from the City of Greer, on the southern side of Valley Creek Drive, and being shown and designated as Lot No. 40 and the major portion of Lot No. 41 on a plat of VALLEYHAVEN ACRES, Section IV, Property of W. Dennis Smith, prepared by John A. Simmons, RLS, dated July 15, 1960, recorded in the RMC Office for Greenville County in Plat Book MM at Page 167, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Valley Creek Drive at the joint front corner of Lots 39 and 40 as shown on the aforementioned plat and running thence with the southern side of said Valley Creek Drive, S.68-00 W. 165 feet to an iron pin; thence S.00-25 W. 249.2 feet to an iron pin on or near a creek; thence with the creek as the line (the traverse lines thereof being N.60-20 E. 195.3 feet and N.74-40 E. 63.4 feet) to an iron pin at the joint rear corner of Lots 39 and 40; thence with the common line of said Lots, N.22-00 W. 209.6 feet to an iron pin on the southern side of Valley Creek Drive, the point of beginning.

THIS is the same property as that conveyed to the Mortgagors herein by deed of Jimmy S. Bellamy and Julia N. Bellamy recorded in the RMC Office for Greenville County in Deed Book 952 at Page 343 on August 18, 1972.

THIS is a second mortgage subject to that certain first mortgage to First Federal Savings and Loan Association recorded in the RMC Office for Greenville County in Mortgage Book 1413 at Page 909 on October 26, 1977 in the original amount of \$32,000.00.

THE mailing address of the Mortgagee herein is Suite 106, Piedmont Center, Greenville, South Carolina 29615.

which has the address of Route 7, Box 219, Greer, South Carolina 29651 (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 seized 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.

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