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GREENVILLE CO S.C.
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MORTGAGE

BOOK 1617 PAGE 114

OPHIE S. JAY FISLEY
THIS MORTGAGE is made this 21st day of July 1983 between the Mortgagor, John E. Phillips, Jr. and Debra H. Phillips (herein "Borrower"), and the Mortgagee, Union Home Loan Corporation of South Carolina a corporation organized and 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").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$12,817.50 which indebtedness is evidenced by Borrower's note dated July 21, 1983 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on August 15, 1998;

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 in the County of Greenville, State of South Carolina, situate, lying and being on the southwestern side of Beagle Club Road and being known and designated as Tract No. 1 on a plat entitled "Property of R. L. and Annie Sue Holcombe", dated April 14, 1976, prepared by C. F. Webb, R.L.S., recorded in the RMC Office for Greenville County in Plat Book 5-T at page 17, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the southwestern side of Beagle Club Road, said pin being 80 feet, more or less, north of S.C. Highway No. 417 and running thence S. 53-30 W., 475.8 feet to an iron pin; thence N. 20-46 W., 580 feet to an iron pin; thence N. 64-14 E., 465.2 feet to an iron pin on the southwestern side of Beagle Club Road; thence with said Road, S. 20-08 E., 491.5 feet to the point of beginning.

DERIVATION: Deed of R. L. Holcome and Annie Sue Holcombe, recorded in the RMC Office for Greenville County in Mortgage Book 1036 at page 408 on May 17, 1976.

This mortgage is junior and secondary in lien to that certain mortgage of John E. Phillips, Jr. and Debra H. Phillips to American Federal Savings and Loan Association in the original amount of \$32,000.00 recorded in Real Estate Mortgage Book 1413 at page 878 on Oct. 26, 1977.

STATE OF SOUTH CAROLINA
RECORDED
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which has the address of Rt. 5, Box 214, Simpsonville, South Carolina 29681 (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

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