

FILED
GREENVILLE

BOOK 1523 PAGE 859

MORTGAGE

THIS MORTGAGE is made this 25th day of August, 1983, between the Mortgagor, Jack C. Henderson (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. \$ 15,500.00, which indebtedness is evidenced by Borrower's note dated August 25, 1983, 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 September 15, 1993;

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, together with all improvements thereon, situate, lying and being in Dunklin Township, County of Greenville, State of South Carolina, on the Eastern side of a surface treated road, containing 0.87 acres, more or less, and being known and designated as Lot B on a plat of "Property of J. G. Cothran", dated July 21, 1971, prepared by D. G. Casey, RLS, and recorded in the RMC Office for Greenville County, S. C. in Plat Book 4-L, at Page 165-A, and having, according to said plat, the following metes and bounds:

BEGINNING at an X in center of surfaced county road, and running thence along the center of said road, N. 9-28 E. 200 feet to a point; thence continuing along the center of said road, N. 3-59 W. 23 feet to the joint front corner of Lots A and B; thence along a line of Lot A, S. 57-09 E. 287 feet to an iron pin; thence along a line of property now or formerly of Clyde Chapman, S. 61-20 W. 251 feet to an iron pin; thence along a line of property now or formerly of Cothran, N. 43-05 W. 76 feet to the beginning corner.

This is the same property conveyed to Jack C. Henderson and Joyce Nedra S. Henderson by deed of Thomas A. Cothran, Jr., dated May 8, 1972, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 943, at Page 21, on May 8, 1972; the said Joyce Nedra S. Henderson, now by marriage, Joyce S. Styles, conveyed her one-half undivided interest in the subject property to Jack C. Henderson by deed dated August 30, 1983, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1195, at Page 620, on September 1, 1983.

which has the address of 0.87 acres, Property of J. G. Cothran, Greenville County, South Carolina 29627 (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.

SOUTH CAROLINA - HOME IMPROVEMENT - 1 80 FNMA/FHLMC UNIFORM INSTRUMENT Modified 6 83

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