

GREENVILLE FILED

MORTGAGE

BOOK 1523 PAGE 479

OCT 6 10 50 AM '83

THIS MORTGAGE is made this 5th day of October 1983 between the Mortgagor, Billy Ray Mitchell of South Carolina (herein "Borrower"), and the Mortgagee, Union Home Loan Corporation 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. \$ 15,325.50 which indebtedness is evidenced by Borrower's note dated October 5, 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 October 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 situate, lying and being in the County of Greenville, State of South Carolina, and being known as Lot No. 15 as shown on plat of EVERGREEN PARK, recorded in the RMC Office for Greenville County in Plat Book GG at page 149, and being more particularly described as follows:

BEGINNING at a point on Bryson Road at the joint front corner of Lots Nos. 15 and 16 and running thence S. 48-50 E. 177.1 feet to an iron pin at the joint rear corner of Lots Nos. 15 and 16 on the line of Lot No. 9; thence S. 49-50 W. 81 feet to an iron pin at the joint rear corner of Lots Nos. 14 and 15; thence N. 48-50 W. 165 feet to an iron pin on Bryson Road; thence N. 41-10 E. 80 feet to the point of beginning.

Derivation: Deed of John A. Spillers and Lucy B. Spillers recorded May 10, 1973 in Deed Book 974 at Page 290.

This mortgage is junior and secondary to that mortgage executed by Billy Ray Mitchell to C. Douglas Wilson & Company on May 4, 1973 in the original sum of \$15,500.00, which was recorded May 10, 1973 in Mortgage Book 1277 at Page 135.

RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF GREENVILLE COUNTY, SOUTH CAROLINA, ON OCTOBER 6, 1983 AT 10:50 AM.

which has the address of Route 2, Box 499, Bryson Drive 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 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

3240

3287

500 8 1801