

FILED
GREENVILLE, S. C.

MORTGAGE

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THIS MORTGAGE was made this 5th day of October, 1983, between the Mortgagor, Harold T. Howard and Nicholas T. Howard (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. \$ 15,190.40 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 the 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, together with all improvements thereon, situate, lying and being on the Southwest side of Sylvania Avenue, just off Paris Mountain Road, being known and designated as Lot No. 55 as shown on plat made by Dalton & Neves, Engineers, dated June, 1938, of "Leawood" property of C. M. Gaffney, Trustee, which plat is recorded in the RMC Office for Greenville County, S. C. in Plat Book "J", at Pages 18 and 19, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Southwest side of Sylvania Avenue, said iron pin being 353.5 feet from the intersection of Sylvania Avenue and Furman Hall Road, and running thence, S. 33-54 W. 171 feet to joint rear corner of Lots Nos. 55, 56, 30 and 31; thence, N. 55-41 W. 77 feet to an iron pin; thence N. 33-54 E. 170.4 feet to an iron pin on Sylvania Avenue; thence with Sylvania Avenue, S. 56-06 E. 77 feet to the beginning corner.

This is the same property conveyed to Jean G. Richards (Vanover) and Nicholas T. Howard by deed of Harold T. Howard dated August 17, 1978, recorded in the RMC Office for Greenville County, S. C. in Deed Book 1085, at Page 532, on August 17, 1978; the said Jean G. Richards Vanover conveyed her one-half undivided interest in and to the subject property to Harold T. Howard by deed dated March 2, 1983, recorded in the RMC Office for Greenville County, S. C. in Deed Book 1183, at Page 934, on March 8, 1983.

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which has the address of 112 Sylvania Avenue Greenville South Carolina 29609 (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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