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R.M.C. ASLEY

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MORTGAGE

THIS MORTGAGE is made this 29th day of December 1984, between the Mortgagor, John W. Wilkie and Harriette C. Wilkie (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. \$ 21,445.00 which indebtedness is evidenced by Borrower's note dated December 29, 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 January 15, 1999;

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, on the northern side of Colvin Road near the City of Greenville, being shown as the greater portion of Lot 50 on plat of Heritage Hills recorded in Plat Book YY at page 187, and described as follows:

BEGINNING at an iron pin on the northern side of Colvin Road 5 feet east from the corner of Lot 51 and running thence with the northern side of said Road, N 80-15 E, 75 feet and S 87-13 E, 25 feet to an iron pin at corner of Lot 49; thence with line of said lot, N 3-00 E, 137.1 feet to a point in center of Brushy Creek; thence with the center of said Creek as the line, the traverse of which is N 89-30 W, 130.6 feet to a point 6 feet east of Lot 51; thence with line of property through Lot 50, S 9-24 E, 151.5 feet to the beginning corner.

Being the same property subject to restrictions recorded in Deed Book 751 at page 77 and a 20 foot drainage easement along Brushy Creek and a drainage easement along the eastern line of the lot as shown on the recorded plat. This property is also subject to all other easements, restrictions and rights of way of record affecting said property.

DERIVATION: Deed of Bob Maxwell Builders, Inc. recorded in Deed Book 850 at page 291 in the Greenville County RMC Office on August 14, 1968

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This mortgage is junior and secondary in lien to that certain mortgage of John W. Wilkie and Harriette C. Wilkie to First Federal Savings and Loan Association in the original amount of \$21,800.00 recorded August 14, 1968 in Mortgage Book 1100 at page 180 in the Greenville County RMC Office which has the address of 123 Colvin Road, Greenville, SC 29615

South Carolina (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

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