

**MORTGAGE**

THIS MORTGAGE is made this 10th day of February 1984 between the Mortgagor, Hernando J. Rua and Maxine M. Rua (herein "Borrower"), and the Mortgagee, Freedlander, Inc. The Mortgage People, a corporation organized and existing under the laws of Virginia whose address is 4020 West Broad Street, Richmond, Virginia 23230 (herein "Lender").

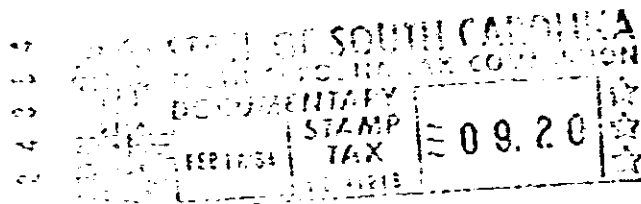
WHEREAS, Borrower is indebted to Lender in the amount of U.S. \$ 22956.00 which indebtedness is evidenced by Borrower's note dated February 10, 1984 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on February 16, 1994;

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 in the State of South Carolina, County of Greenville, on the northern side of Burbank Court, Gantt Township, shown and designated as Lot No. <sup>N/E R/M/R</sup> 214 on a Plat of Rockvale, Section 2, made by J. Mac Richardson, Surveyor, dated July 1959, and recorded in the RMC Office for Greenville County in Plat Book QQ at page 109, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the northern side of Burbank Court, at the joint front corner of Lots No. <sup>N/E R/M/R</sup> 213 and 214 and running thence along said Court, N. 86-21 W., 48.1 feet to an iron pin; thence with the curve of Burbank Court, N. 45-51 W., 34.5 feet to an iron pin at the joint front corner of Lots No. 214 and 215; thence N. 5-31 E., 171.8 feet to an iron pin; thence S. 63-10 E., 81.6 feet an iron pin; thence S. 5-25 W., 164.9 feet to an iron pin on the northern side of Burbank Court, being the point of beginning.

Derivation:  
Deed Book 1075, Page 40.  
Dated 2-13-78  
By: Secretary of Housing  
and Urban Development



which has the address of 214 Burbank Court Piedmont  
[Street] [City]  
South Carolina 29673 (herein "Property Address");  
[Zip Code]

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

RECORDED  
FEB 21 1984  
SOUTH CAROLINA

4328-RV-21