

MORTGAGE

THIS MORTGAGE is made this 31st day of August, 1984, between the Mortgagor, CLAUDE E. FOWLER and FLONNIE B. FOWLER (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. \$ 15,385.00 which indebtedness is evidenced by Borrower's note dated August 31, 1984 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, 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 tract of land, situate, lying and being in the County of Greenville, State of South Carolina, as shown on plat prepared of said property by Carolina Surveying Co., on December 10, 1973, and recorded in the RMC Office for Greenville County, S. C. in Plat Book 5B, at Page 52, and having, according to said plat, the following courses and distances:

BEGINNING at a point on the edge of Standing Springs Road, at the joint corner of said property and property now or formerly of Grover Riddle and Blythe Riddle, and running thence, S. 34-45 W. 611.2 feet to an old iron pin; thence continuing with the joint line of said property and property now or formerly of Riddle, N. 50-30 W. 650 feet to an old iron pin; thence N. 69-50 E. 685.2 feet to an old iron pin; thence N. 74-21 E. 142.4 feet to a point on the edge of Standing Springs Road; thence running with said Road, S. 20-30 E. 198.5 feet to the point of beginning.

This is the identical property conveyed to Claude E. Fowler by deed of United Virginia Mortgage Corporation, dated August 14, 1984, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1220, at Page 819, on August 31, 1984.

ALSO: ALL that certain piece, parcel or tract of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, Grove Township, containing 18.3 acres, more or less, located 10 miles south of Greenville County Courthouse, near Conestee Mills, and having, according to a plat of the property of Othelia H. Thornton prepared by R. K. Campbell, dated May, 1950, and recorded in the RMC Office for Greenville County, S. C. in Plat Book FF, at Page (See Addendum attached hereto) which has the address of 6.5 acres & 11.8 acres, Standing Springs Road, Greenville, South Carolina 29607 (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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