

# MORTGAGE

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THIS MORTGAGE is made this 17th day of October 1984 between the Mortgagor, Howard D. Rogers, Jr. and Diana K. Rogers 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, Lutnerville, Maryland 21093 (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of U.S. \$ 35,230.00 which indebtedness is evidenced by Borrower's note dated October 17, 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 November 15, 1994;

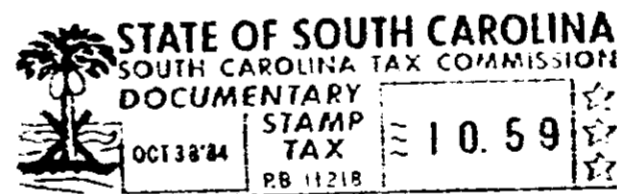
TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, 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 piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, and being shown and designated as Lot 11 of Hampshire Hills, plat of which is recorded in the RMC Office for Greenville County in Plat Book 4-R at Page 44, and, according to said plat, having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeasterly side of Newport Drive, joint front corner of Lots 10 and 11 and running thence with the common line of said lots, S. 23-26 E. 215 feet to an iron pin; thence N. 66-34 E. 120 feet to an iron pin; thence N. 23-26 W. 215 feet to an iron pin on Newport Drive; thence on Newport Drive, S. 66-34 W. 120 feet to the beginning corner.

THIS being the same property conveyed to the mortgagors herein by deed of Leon Moody, dated July 13, 1973, and recorded in the RMC Office for Greenville County on July 13, 1973, in Deed Book 979 at Page 14.

THIS mortgage is second and junior in lien to that mortgage given to Fidelity Federal (now American Federal Bank, FSB) in the original amount of \$24,000.00, recorded in the RMC Office for Greenville County in Mortgage Book 1284 at Page 449.



which has the address of Route 4, Box 645, Travelers Rest, South Carolina 29690 (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