

MORTGAGE

Vol 1686 # 829

THIS MORTGAGE is made this 25th day of October 1984 between the Mortgagee ROBERT L. DANIEL (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, Lutzerville, Maryland 21093 (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of U.S. \$ 18,347.50 which indebtedness is evidenced by Borrower's note dated October 25, 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 certain piece, parcel or lot of land located in the County of Greenville, State of South Carolina, and being known and designated as Lot No. 97, according to a plat entitled, "Heritage Lakes Subdivision" prepared by Heaner Engineering Co., Inc., as revised October 26, 1977, and recorded in the RMC Office for Greenville County, South Carolina in Plat Book 6H, at Page 19, and further being described according to a plat of R. B. Bruce, dated August 28, 1978, entitled "Property of Robert L. Daniel and Gail T. Daniel", recorded in the RMC Office for Greenville County, South Carolina in Plat Book 6T, at Page 21, and having, according to said plat, the following metes and bounds;

BEGINNING at a point on the edge of said lot and Andulusian Trail and running thence along the edge of said road, S. 45-39-44 W. 62.19 feet to a point; thence running S. 66-15-57 W. 43.29 feet to a point at the intersection of Dercheron Path and Andulusian Trail; thence running along the edge of said road N. 79-52-41 W. 141.92 feet to a point; thence running along the common line of Lot 98 and 97, N. 9-42-25 E. 67.84 feet to a point; thence running along the common line of Lot 99 and 97, N. 41-08-46 E. 98.0 feet to a point at the common corner of Lots 99, 100, 96, and 97; thence along the common line of Lots 97 and 96, S. 54-41-58 E. 181.22 feet to the point of beginning.

This is the identical property conveyed to Robert L. Daniel and Gail T. Daniel by deed of Frank P. Hammond, dated August 31, 1978 and recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1086 at Page 530; subsequently the said Gail T. Daniel conveyed her one-half interest in said property to Robert L. Daniel by deed dated May 16, 1983, and recorded in the RMC Office of Greenville County, South Carolina in Deed Book 1189, at Page 20. This mortgage is a second mortgage and junior in lien to the rank of the first mortgage held by NCNB Mortgage South, Inc., dated August 31, 1978 and recorded in the RMC Office for Greenville County, South Carolina in Mortgage Book 1442, at Page 872. (SEE ADDENDUM ATTACHED HERETO)

which has the address of 410 Andulusian Trail, Simpsonville South Carolina 29681 (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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