

MORTGAGE

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THIS MORTGAGE is made this 29th day of October 19 84 between the Mortgagor, Robert L. Wyatt and Lynn W. Wyatt a/k/a Lynn H. Wyatt (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, Lutnerville, Maryland 21093 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 13,335.00 which indebtedness is evidenced by Borrower's note dated October 29, 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 known and designated as the greater portion of Lot #26 as shown on a plat of Paris View recorded in the RMC Office for Greenville County in Plat Book QQ at Page 26 and having according to a more recent survey prepared by Jones Engineering Services, September 12, 1970, the following metes and bounds, to-wit:

Beginning at an iron pin on the easterly side of Montis Drive at the joint front corner of Lots 26 and 27 and running thence with the common front line of said Lots, S. 75-48 E. 175.6 feet to an iron pin; thence S. 19-06 W. 85 feet to an iron pin; thence a new line through Lot #26 N. 70-56 W. 175 feet to an iron pin on the easterly side of Montis Drive; thence with said Drive, N. 19-06 E. 70 feet to the point of beginning.

This is the same property conveyed to the Grantors herein by the Deed of W. W. Hopkins, said Deed being recored in the RMC Office for Greenville County in Deed Book 899 at Page 184, recorded on September 23, 1970. Thereafter, Robert L. Wyatt conveyed his half interest in the Property to Lynn W. Wyatt a/k/a Lynn H. Wyatt, said conveyance made by Deed recorded in the RMC Office for Greenville County in Deed Book 1151 at Page 341, recorded on July 7, 1981.

5- RW X.W.

This is a second mortgage, junior in lien to that mortgage given to Fidelity Fed. Savings and Loan Association in the original amount of \$20,500.00, said mortgage being recorded in the RMC Office for Greenville County in Mortgage Book 1413 at Page 416, recorded on October 20, 1977.

which has the address of 118 Montis Drive Greenville South Carolina 29609 (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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