## **MORTGAGE**

vol. 1353 44508

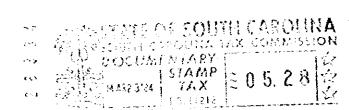
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THIS MORTGAGE, is made this 23rd day of March 19.84 between the Mortgagor, Edward E. Smalley, III, (herein "Borrower"), and the Mortgagee, UNITED VIRGINIA MORTGAGE CORPORATION, a corporation organized and existing under the laws of VIRGINIA, whose address is 919 EAST MAIN STREET, RICHMOND, VIRGINIA 23219 (herein "Lender").

ALL that certain piece, parcel or lot of land, situate, lying and being in the County of Greenville, State of South Carolina, on the eastern side of Lucile Avenue, being shown and designated as Lot No. 4 on plat of Albert Taylor Property, dated April 14, 1955, prepared by Terry T. Dill, and recorded in the RMC Office for Greenville County, S. C. in Plat Book II, at Page 129, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the eastern side of Lucile Avenue, at the joint corner of Lots Nos. 1 and 4, and running thence with the line of Lots Nos. 4, 1, 2 and 3, S. 86-35 E. 209 feet to an iron pin; thence S. 0-38 E. 69 feet to an iron pin; thence N. 86-35 W. 209 feet to an iron pin on the eastern side of Lucile Avenue; thence turning and running with the eastern side of Lucile Avenue, N. 0-38 W. 69 feet to the point of beginning.

This is the same property conveyed to the Mortgagor herein by deed of J. D. Howard and Lucile Howard, dated January 17, 1977, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1050, at Page 284, on January 31, 1977.



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 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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