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THIS MORTGAGE is made this. 12th day of May

19. 84 between the Mortgagor, Jeffery K. Asire and Gayle A. Asire

of South Carolina (herein "Borrower"), and the Mortgagee, Union Rower Loan Corporation

existing under the laws of the State of South Carolina

whose address is Suite 205, Heaver Plaza, 1301 York Road

Lutherville, Maryland 21093 (herein "Lender").

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 on the southwestern side of Cardinal Drive, in Greenville County, South Carolina, being known and designated as a portion of Lot No. 8 on a plat entitled PINE BROOK EXTENSION made by W. N. Willis, Engineer, dated June, 1953, recorded in the RMC Office for Greenville County in Plat Book W at Page 73 and a portion of Lot No. 90 on a plat entitled PINE BROOK DEVELOPMENT, made by W. N. Willis, Engineer, dated March 23, 1951, and being more particularly shown and described as Lot No. 8 on a plat of PROPERTY OF LOLLIE GIBSON, made by Robert Jordan, R.L.S., dated April 6, 1967, recorded in the RMC Office for Greenville County in Plat Book 4-D, at Page 199 and having, according to a more recent survey entitled PROPERTY OF DAVID P. KENDALL and GLENNA R. KENDALL, made by Jones Engineering Service, dated October 15, 1974, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Cardinal Drive at the joint front corner of Lots Nos. 8 and 9 and running thence with the common line of said lots, S. 70-23 W. 140.5 feet to an iron pin; thence S. 65-22 W. 20 feet to an iron pin; thence S. 25-50 E. 73.3 feet to an iron pin at the joint rear corner of Lots Nos. 8 and 8-A; thence along the common line of said lots, N. 7-23 E. 161 feet to an iron pin on the southwestern side of Cardinal Drive; thence with the southwestern Side of Cardinal Drive N. 26-10 W. 75 feet to an iron pin, the point of beginning.

THIS being the same property conveyed to the grantor herein by deed of James M. Leland by his Attorney-in-fact, dated May 10, 1984 and recorded in the RMC Office for Greenville County in Deed Book /2/2 at page 58%.

This mortgage is expressly junior in lien to that certain mortgage given by James M. Leland to North Carolina National Bank recorded March 7, 1977 in the RMC Office for Greenville County in Mortgage Book 1391 at page 61, and subsequently assigned to Colonial Mortgage Co. by assignment recorded in Mortgage Book 1476 at page 513.

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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