

FILED  
GREENVILLE S.C.

**MORTGAGE**

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THIS MORTGAGE is made this 8th day of December 1983 between the Mortgagor, F. Kenneth Faulkenberry and Frances Faulkenberry (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, Weaver Plaza, 1301 York Road, Lutzerville, Maryland 21093 (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of U.S. \$ 31,520.50 which indebtedness is evidenced by Borrower's note dated December 8, 1983 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 December 15, 1993;

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 in the County of Greenville, State of South Carolina, situate, lying and being on the western side of Cunningham Road containing five (5) acres more or less, and being shown on a plat entitled "Property of W. L. Cunningham" recorded in the RMC Office for Greenville County in Plat Book UUU at Page 53 and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the western side of Cunningham Road, common corner of the within described property and that now or formerly of Griffin Cunningham and running thence N 85-02 E, 432 feet, more or less, to a point on the western side of Cunningham Road; thence with said Road S 3-02 E, 500 feet, more or less, to the point of beginning.

LESS HOWEVER:

That certain tract of land containing .52 acres more or less described in Deed of the mortgagors to Thomas E. Borden and Mary E. Borden dated October 18, 1974 and recorded in Deed Book 1009 at page 461 and that certain tract of land containing approximately 3.40 acres described in Deed of the mortgagors to Daniel L. Cunningham dated September 9, 1977 and recorded in Deed Book 1065 at page 194. It is the intention of the mortgagors to grant to the within named mortgagee a lien upon the remainder of that five (5) acre tract conveyed to the mortgagors by Deed of C. D. Waters, et al. recorded February 24, 1972 in Deed Book 937 at page 30.

DERIVATION: Deed of C.D. Waters, et al. recorded February 24, 1972 in Deed Book 937 at Page 30.

which has the address of 415 Cunningham Road, Taylors, SC 29687 South Carolina (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 seized 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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