

3 45 PM '83
DONKIE S. ...
R.M.C. ...

MORTGAGE

BOOK 1010 PAGE 973

THIS MORTGAGE is made this 10th day of June 1983 between the Mortgagor, Barckley W. Toole and Georgianna C. Toole (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, Lutherville, Maryland 21093 (herein "Lender").

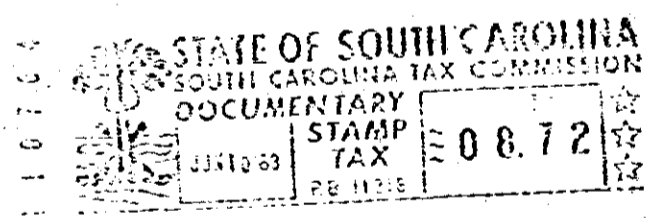
WHEREAS Borrower is indebted to Lender in the principal sum of U.S. \$ 21,755.00 which indebtedness is evidenced by Borrower's note dated June 10, 1983 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on June 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 certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 8, Pebble Creek, Phase I, as shown on plat thereof prepared by Enwright Associates, dated September 17, 1973, which plat is of record in the RMC Office for Greenville County, South Carolina, in Plat Book 5-D at page 5, reference to said plat being craved for a metes and bounds description thereof.

DERIVATION: Deed of Union Home Loan Corporation of SC recorded in Deed Book 1147 at page 583 in the Greenville County RMC Office.

This mortgage is junior and secondary in lien to that certain mortgage of Barckley W. Toole and Georgianna C. Toole to American Federal Savings and Loan Association in the original sum of \$49,700.00 dated May 5, 1981 and recorded May 6, 1981 in Mortgage Book 1540 at page 446 in the Greenville County RMC Office.



which has the address of 300 Stallings 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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