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MORTGAGE

DONNIE S. IABRERSLEY
R.M.C. 22nd July
THIS MORTGAGE is made this. 22nd day of July
19.83 between the Mortgagor. Paul N. Velino and Melissa E. Velino
Of South Carolina (herein "Borrower"), and the Mortgagee, Union Rose 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").

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'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 Lots No. 8 and 9 on plat of THE CHARLOTTE TRIPP SUBDIVISION-PORTION OF VERNER HEIGHTS, which plat is recorded in the RMC Office for Greenville County, S.C. in Plat Book E at page 267, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the southeastern side of South Franklin Road at the joint front corner with Lot 10 and running thence with the joint line of Lots 9 and 10, S. 41-45 E., 150 feet to an iron pin; thence S. 46-11 W., 50 feet to an iron pin at the joint rear corner of Lots 7 and 8; thence with the joint line of Lots 7 and 8, N. 41-45 W., 150 feet to an iron pin on the southern side of South Franklin Road; thence with the southern side of said Road, N. 46-11 E., 50 feet to the beginning corner.

DERIVATION: Deed of Thomas V. Rackley recorded in the RMC Office for Greenville County in Deed Book 1090 at page 857 on October 30, 1978.

This mortgage is junior and secondary in lien to that certain mortgage of Paul N. Velino and Melissa E. Velino to Panstone Mortgage Services, Inc. of Atlanta, Georgia recorded October 30, 1978 in Mortgage Book 1448 at page 673 in the Greenville County RMC Office.

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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 therein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and

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