

FILED
GREENVILLE

AUG 3 12 28 PM '83

MORTGAGE

1619-348

THIS MORTGAGE is made this 2nd day of August 1983 between the Mortgagor, Thomas Oviatt and Carol Ann Oviatt of South Carolina (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 Lutherville, Maryland 21093 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 8,197.50 which indebtedness is evidenced by Borrower's note dated August 2, 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 August 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 Gantt Township, Greenville County, State of South Carolina on the Old Easley Bridge Road, being designated as Lot # 62, Section One of a subdivision of the property of Carter Land Development Company, Inc., known as "Tanglewood", the same as shown on a plat thereof prepared by Webb and Lose, Surveyors, said plat recorded in the RMC Office for Greenville County in Plat Book GG at Page 57.

DERIVATION: Deed of James M. Hamlin and Helen L. Hamlin recorded August 2, 1983 in Deed Book 1193 at Page 601 in the Greenville County RMC Office.

This mortgage is junior and secondary in lien to that certain mortgage of Thomas Oviatt and Carol Ann Oviatt to James M. Hamlin and Helen M. Hamlin in the original sum of \$ _____ recorded August 2, 1983 in Mortgage Book 1619 at Page 38 in the Greenville County RMC Office.

which has the address of 125 Tanglewood Drive, Greenville, SC 29611

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

1619-348

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