

MORTGAGE

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FILED GREENVILLE

THIS MORTGAGE is made this 9th day of August, 1983, by and between George Petusky, Jr. and Mary K. Petusky (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. \$ 20,438.00 which indebtedness is evidenced by Borrower's note dated August 9, 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, with all improvements thereon, or hereafter constructed thereon, situate, lying and being on the southern side of Heritage Lane in the County of Greenville, State of South Carolina, being shown and designated as Lot 13 on plat entitled "Heritage Glen", Section II, prepared by Freeland and Associates, dated December 14, 1979, recorded in the RMC Office of the Greenville County Courthouse in Plat Book 7X at Page 52 and being described more particularly, according to said plat, to wit:

BEGINNING at an iron pin on the southern side of Heritage Lane at joint front corner of Lots 13 and 14 and running thence along the common line of said Lots S 4-06 W, 406.6 feet to an iron pin at the joint rear corner of said Lots; thence N 89-20 W, 200.4 feet to an iron pin at the joint rear corner of Lots 11 and 13; thence along the common line of Lots 11, 12 and 13 N 4-06 E, 418.6 feet to an iron pin at the joint front corner of Lots 12 and 13 on the southern side of Heritage Lane; thence along the southern side of said Lane S 85-54 E, 200 feet to an iron pin at the joint front corner of Lots 13 and 14, the point of beginning.

DERIVATION: Deed of Pavco Industries, Inc. recorded March 27, 1981 in Deed Book 1115 at Page 178.

which has the address of 102 Heritage Lane, Simpsonville, SC 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 therein "Funds" equal to one-twelfth of the yearly taxes and assessments including condominium and

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