

SEP 30 3 35 PM '83

**MORTGAGE**

BOOK 1328 PAGE 498

THIS MORTGAGE is made this 28th day of September 1983, between the Mortgagor, David H. Ross and Kerry T. Ross (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. \$ 25,100.50 which indebtedness is evidenced by Borrower's note dated September 28, 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 October 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, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 8 of the Estate of W. P. McGee as appears on a plat of survey by J. W. Southern, D. S., dated May 16, 1902, and recorded in Plat Book A. at Page 83, in the R.M.C. Office for Greenville County and being more fully described as follows:

BEGINNING at a point on the western side of Pickney Street at the corner of Lot No. 10 and running thence with the line of said lot, S. 39 1/2 W. 143 feet to an alley; thence with said alley S. 44 1/4 E. 72 1/2 feet to the corner of Lot No. 6; thence N. 39 1/2 E. 152 feet to Pinckney Street; thence N. 50 1/2 W. 72 feet to the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Susan Harris Grady dated July 6, 1979 and recorded in the R.M.C. Office for Greenville County on July 6, 1979 in Deed Book 1106 at Page 309.

This Mortgage is junior in lien to that certain Mortgage executed by Susan Harris Grady in favor of Family Federal Savings and Loan Association dated March 10, 1978 in the original sum of \$28,700.00 which mortgage is recorded in the R.M.C. Office for Greenville County in Mortgage Book 1425 at Page 592.

RECORDED IN THE R.M.C. OFFICE FOR GREENVILLE COUNTY, SOUTH CAROLINA, ON SEPTEMBER 28, 1983 AT 10:38 AM

which has the address of 11 Pinckney Street Greenville South Carolina 29601 (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 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 (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and