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GREENVILLE
OCT 13 10 57 AM '83
DONNIE R. H. C. LESLEY

MORTGAGE

BOOK 1330 PAGE 634

THIS MORTGAGE is made this 6th day of October, 1983, between the Mortgagor, James Allen Stone and Lisa Gail Stone (herein "Borrower"), and the Mortgagee, UNITED VIRGINIA MORTGAGE CORPORATION, a corporation organized and existing under the laws of VIRGINIA, whose address is 919 EAST MAIN STREET, RICHMOND, VIRGINIA 23219 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 5,429.87, which indebtedness is evidenced by Borrower's note dated October 6, 1983 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 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 on the western side of York Circle, in the County of Greenville, State of South Carolina, being shown and designated as Lot 98 on a Plat of BELLE MEADE recorded in the R.M.C. Office for Greenville County in Plat Book GG, at Page 95, and having, according to a more recent survey dated March 1, 1976, by Freeland and Associates, the following metes and bounds:

BEGINNING at an iron pin at the joint front corner of Lots 97 and 98, and running thence N. 86-50 W. 134.8 feet to an iron pin; thence S. 00-42 W. 83.2 feet to an iron pin; thence S. 11-49 E. 38.6 feet to an iron pin, joint rear corner of Lots 98 and 99; thence along the common line of said Lots, N. 78-35 E. 133.0 feet to an iron pin on the western side of York Circle; thence with said York Circle, N. 01-51 W. 85.0 feet to the point of beginning.

This is the same property conveyed to James Allen Stone and Pamela W. Stone by deed of Larry T. Kennedy and Donna R. Kennedy dated March 2, 1976, and recorded in the R.M.C. Office for Greenville County on March 3, 1976, in Deed Book 1032 at Page 472. Pamela W. Stone subsequently conveyed all of her interest in said property to Lisa Gail Stone by deed of even date to be recorded herewith.

This mortgage is junior in lien to that certain mortgage executed by James Allen Stone and Pamela W. Stone in favor of Collateral Investment, dated March 2, 1976 in the original sum of \$18,000.00, which mortgage was recorded in the R.M.C. Office for Greenville County on March 3, 1976 in Mortgage Book 1361 at Page 511.

which has the address of 8 York Circle Greenville South Carolina 29605 (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 planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

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