

FILED
GREENVILLE
OCT 21 12 45 PM '83
DONALD W. SLEAY
REC'D

BOOK 1631 PAGE 853

MORTGAGE

THIS MORTGAGE is made this 20 day of October, 1983, between the Mortgagor, John G. Kajs and Janice Kajs (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. \$ 16,190.50 which indebtedness is evidenced by Borrower's note dated October 20, 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 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 piece, parcel or lot of land situate, lying and being on the southwestern side of Don Drive in the City of Greenville, County of Greenville, State of South Carolina, and known and designated as Lot No. 76 and a small triangular portion of Lot 75 of a subdivision known as Sherwood Forest, plat of which is recorded in the RMC Office for Greenville County in Plat Book GG, Pages 2 & 3 and according to a more recent plat of Leon L. Floyd, Jr. and Luci R. Floyd prepared by Carolina Surveying Company dated March 20, 1979 and recorded in the RMC Office for Greenville County in Plat Book 7-E, Page 93, and having according to the more recent plat, the following metes and bounds to-wit:

BEGINNING at an iron pin on Don Drive and running thence S 32-19 E 87 feet to an iron pin; thence S 37-34 E 32.9 feet to an iron pin; thence S 57-41 W 3.0 feet to an iron pin; thence S 32-19 E 74.6 feet to an iron pin; thence along the rear of the lots S 60-01 W 75.06 feet to an iron pin; thence N 32-19 W 191.3 feet to an iron pin on Don Drive; thence with said Drive N 57-41 E 75.0 feet to an iron pin, the point of beginning.

This conveyance is made subject to any restrictions, rights-of-way, easements, setback lines or zoning ordinances, if any, affecting the above described property.

This is the same property conveyed to the Mortgagors herein by general warranty deed of Leon Linwood Floyd, Jr. and Luci R. Floyd and recorded in the RMC Office for Greenville County on October 21, 1983 in Deed Book 1198 at Page 962.

which has the address of 110 Don Drive 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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