

FILED
GREENVILLE CO. S.C.

FEB 29 12 56 PM '84

MORTGAGE

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DONNIE S. TANKERSLEY

THIS MORTGAGE was made this 29th day of February, 1984, between the Mortgagor, Carolyn P. Hartley (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. \$ 25,212.50 which indebtedness is evidenced by Borrower's note dated February 29, 1984 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 March 15, 1994;

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 in the City of Greenville, Greenville County, S.C., being known and designated as Lot No. 20 on a plat of White Oak Subdivision, recorded in the RMC Office for Greenville County, S.C. in Plat Book P, at Pages 121, and having, according to said plat, the following metes and bounds:

BEGINNING at a point on the eastern edge of Sewanee Avenue, at the joint front corner of Lots 19 and 20, and running thence along the line of Lot 19, N.84-34E 164.2 feet to a point; thence along a line of Lots 24 and 23, N. 19-29W 82.7 feet to a point; thence along a line of Lot 21, S. 84-34W. 148.8 feet to a point on the Eastern edge of Sewanee Avenue; thence along Sewanee Avenue, S.5-36E. 80 feet to the beginning corner.

This mortgage is second in priority to that given to Fidelity Federal Savings & Loan recorded in Mortgage Book 1273, Page 245 on April 20, 1973, in the RMC Office for Greenville County, SC by Cothran, Sims, Barker, Inc. in the original amount of \$15,150.00

This being the same property conveyed unto the Mortgagor by deed of Jimmy Dale Greer and Elizabeth D. Greer recorded in the RMC Office for Greenville County, S.C. in Deed Book 1196, Page 395 on September 16, 1983.

*****This mortgage secured note of Jesse L. Hartley, Jr.

which has the address of 15 Sewanee Avenue Greenville South Carolina 29609 (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.

