

MORTGAGE

VOL 1650 PAGE 454

FILED
GREENVILLE CO. S.C.
THIS MORTGAGE is made this 1st day of MARCH 1984 between the Mortgagee, DOUGLAS R. BRITTAIN and HELEN B. BRITTAIN (herein "Borrower"), and the Mortgagee, Union Home Loan Corporation of South Carolina, BANKERSLEY (herein "Lender"), 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. \$ 20,202.50 which indebtedness is evidenced by Borrower's note dated 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 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 County of Greenville, State of South Carolina, in Butler Township, on the northeastern side of Rolling Green Road, being a portion of Lot No. 3 and shown on a plat of ROLLING GREEN REAL ESTATE CO., recorded in the RMC Office for Greenville County in plat book XX at page 33, and being more particularly described on a plat of survey for John W. Brantley, Jr., made by Carolina Surveying Co. dated January 1971, recorded in the RMC Office for Greenville County in plat book 4-I at page 29, and having according to said latter plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the northeastern side of Rolling Green Road at the joint front corner of subject lot and Lot No. 4 and running thence along the said Rolling Green Road N. 59-00 W. 175 feet to an iron pin; thence on a new line through lot 3, N. 17-05 E. 567.8 feet to an iron pin; thence N. 69-29 E. 115.5 feet to an iron pin; thence S. 20-31 E. 250 feet to an iron pin at the joint rear corner of subject lot and Lot No. 4; thence along the common line of said lots S. 25-50 W. 488 feet to an iron pin on the northeastern side of Rolling Green Road, the point of beginning.

This is the same property conveyed to mortgagors by James W. O'Neal by deed dated Oct. 3, 1977 recorded Oct. 3, 1977 in deed vol. 1066 page 41 of the RMC Office for Greenville County, S. C.

This mortgage is junior in lien to that certain mortgage given by mortgagors to Family Federal Savings & Loan Association in the amount of \$53,200.00 recorded Oct 3, 1977 in vol. 1411 page 748 of the RMC Office for Greenville County, S. C. American Federal Savings and Loan Association is now successor to Family Federal Savings & Loan Association.

which has the address of Route # 2, Rolling Green Road, Greenville, SC. 29607, 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 (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and

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