

ADDRESS OF MORTGAGEE:
Suite 205, Heaver Plaza
1301 York Road
Lutherville, MD 21093
GREENVILLE CO. S.C.

MORTGAGE

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THIS MORTGAGE is made this 13th day of March 1984 between the Mortgagor, Donald A. Fogle and Patsy S. Fogle of South Carolina (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. \$ 24,362.50 which indebtedness is evidenced by Borrower's note dated March 13, 1984 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;

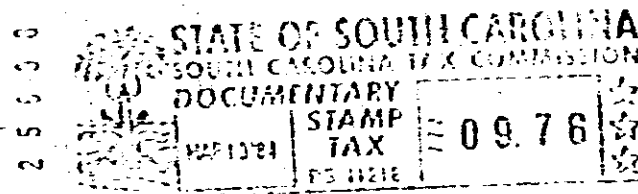
TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, 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, with all improvements thereon, lying in the State of South Carolina, County of Greenville, shown as Lot 78 on plat of Brookfield West, Section I, recorded in Plat Book 7 C, at Page 19, and having such courses and distances as will appear by reference to said plat, as follows:

BEGINNING at an iron pin on Lynchester Road, S. 86-27 W. 100 feet to an iron pin, joint front corners of Lots 77 and 78; thence along the line of Lot 77, S. 03-23 E. 195.39 feet to an iron pin, joint rear corners of Lots 77 and 78; thence N. 83-25 E. 96.48 feet to an iron pin; thence S. 02-32 E. 198.73 feet to the point of Beginning.

This being the identical property conveyed to the Mortgagors herein by deed of The Vista Co., Inc. and Dee A. Smith Company, Inc. dated August 8, 1979 and recorded August 10, 1979 in the R.M.C. Office for Greenville County in Deed Book 1109 at Page 110.

This mortgage being junior in rank to the mortgage of First Federal Savings and Loan Association in the original amount of \$60,700.00 dated August 9, 1979 and recorded August 10, 1979 in the RMC Office for Greenville County in Mortgage Book 1476 at Page 605.



which has the address of 14 Lynchester Road Greenville South Carolina 29615 (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

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