

MORTGAGE

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GREENVILLE, S.C.
THIS MORTGAGE is made this 10th day of May 1984 between the Mortgagor, James Henry Fowler and Nancy J. Fowler (herein "Borrower"), and the Mortgagee, Freedlander, Inc. The Mortgage People, SLE, a corporation organized and existing under the laws of Virginia whose address is 4020 West Broad Street, Richmond, Virginia 23230 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the amount of U.S. \$ 30516.00 which indebtedness is evidenced by Borrower's note dated May 10, 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 May 16, 1994;

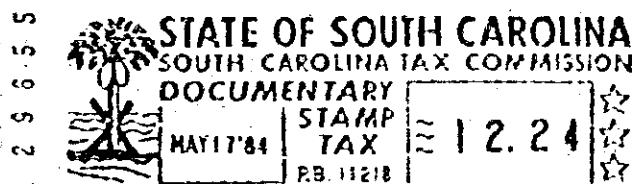
TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained. 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, Oaklawn Township, containing one acre, more or less, and according to survey entitled "Property of James H. Fowler and Nancy Fowler" dated April 8, 1975, by J. L. Montgomery, III, RLS, having the following metes and bounds, to-wit:

BEGINNING at a nail and cap in the center of a county road, which point is 112 feet from Cooley Bridge Road, and running thence with said county road, N. 67-10 W. 88 feet to an old nail cap in the center of said county road; thence continuing with said county road, N. 60-52 W. 186.3 feet to an old nail cap; thence N. 15-40 E. 162.7 feet to a stone; thence N. 73-59 E. 130 feet to an iron pin; thence S. 13-17 E. 326.11 feet to a nail cap in said county road, the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of C. D. Case d/b/a C. D. Case Builders recorded in the Office of the RMC for Greenville County on June 13, 1975, in Deed Book 1019 at Page 836.

This mortgage is second and junior in lien to that certain mortgage in favor of Carolina National Mortgage Investment Co., Inc. in the original amount of \$27,000 recorded in the Office of the RMC for Greenville County in Mortgage Book 1591 at Page 724.



which has the address of Route 2, Box 313 Pelzer South Carolina 29669 (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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