

**MORTGAGE**

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THIS MORTGAGE is made this 21st day of June 1984 between the Mortgagor, Donald R. Emerson and Shirley M. Emerson (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, Weaver Plaza, 1301 York Road, Lutherville, Maryland 21093 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$50,264.80 which indebtedness is evidenced by Borrower's note dated June 21, 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 July 15, 1994;

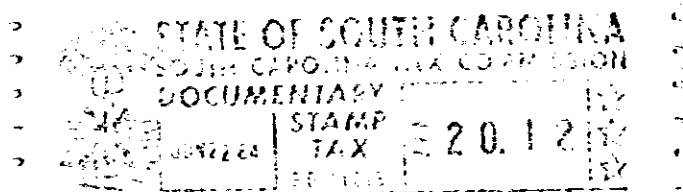
TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, 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 certain piece parcel or lot of land lying and being in the County of Greenville, State of South Carolina, about 1 mile northeast from Mauldin on the western side of Bethel Road (now a state highway) and being bounded on the North by lands of Harold Burdett; on the East by said road and lands now or formerly of Bagwell on the West by lands of C. S. Verdin, and on the South by lands now or formerly of Bagwell and being more particularly described as follows:

BEGINNING on a stone, old corner and joint corner of the Burdette and Verdin lands, and runs thence with the Burdett Line S. 81-00 E., 424 feet to a point in the center of said Bethel Road (iron pin back on line 24 feet); thence with the center of the said road, S. 36-00 W., 160 feet to a point in the center of said road; thence N. 69-30 W., (22.5 feet to an iron pin on the western bank of road), 384 feet total distance to an iron pin on the C. S. Verdin line; thence N. 30-00 E., 72 feet to the beginning corner and containing 1 acre more or less.

This being the same property conveyed to the Mortgagors herein by deed dated February 7, 1978 and recorded in the RMC Office for Greenville County in Deed Book 1073 Page 345.

This mortgage is second and junior in lien to that certain mortgage from the mortgagors herein to United Federal Savings and Loan, dated February 7, 1984 and recorded in the RMC Office for Greenville County in REM Book 1422, Page 759.



which has the address of Route 6 Bethel Road Simpsonville South Carolina 29681 (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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