

MORTGAGE

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Aug 15 12 23 PM '84

THIS MORTGAGE is made this 14th day of August, 1984, between the Mortgagor, James Fernandez (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. \$ 11,650.00 which indebtedness is evidenced by Borrower's note dated August 14, 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 August 15, 1999;

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 the buildings and improvements thereon, situate, lying and being in the City of Mauldin, County of Greenville, State of South Carolina, being known and designated as Lot No. 31 on plat of Sections I and II of Parkwood Subdivision, which plat is recorded in the RMC Office for Greenville County in Plat Book 4R at Page 42, and being described more particularly according to a plat entitled revision of Lots 30 and 31, Parkwood Subdivision Section II dated May 14, 1974, prepared by C.O. Riddle, RLS, recorded in Plat Book 10W at Page 18, to wit:

BEGINNING at an iron pin on the southwestern side of Elkwood Street at the joint front corner of Lots 31 and 32 and running thence along the common line of said Lots S 48-26 W, 150.2 feet to an iron pin at the joint rear corner of said Lots; thence N 41-40 W, 111 feet to an iron pin at the newly established joint rear corner of Lots 30 and 31; thence along the new common line of said Lots N 63-21 E, 170.4 feet to an iron pin on the southwestern side of Elkwood Street; thence along the right-of-way of said Street S 19-21 E, 38 feet to an iron pin; thence continuing along said right-of-way S 41-34 E, 32 feet to an iron pin, the point of beginning.

DERIVATION: Deed of Karen Anne Monaco and Mariano J. Monaco recorded August 10, 1984 in Deed Book 1219 at Page 497 in the Greenville County RMC Office.

which has the address of 115 Elkwood Street, Mauldin, SC 29662 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 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.

