

**MORTGAGE**

THIS MORTGAGE is made this 14th day of August 1984 between the Mortgagor, Felton Toylee Smith and Edna M. Smith (herein "Borrower"), and the Mortgagee, Freedlander, Inc. The Mortgage People, Virginia, 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. \$ 39596.40 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 indebtedness, if not sooner paid, due and payable on August 20, 1994;

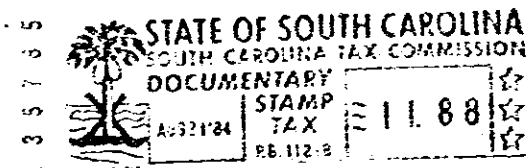
To SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained. 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 together with buildings and improvements constructed thereon situate, lying and being on southern side of Caroline Street in Gantt Township, Greenville County, South Carolina, being shown and designated as Lot No. 27 on plat of Oxford Estates, made by M. H. Woodward, Engineers, dated November 25, 1956, and recorded in the RMC Office for Greenville County in Plat Book W, page 158, and having the following metes and bounds, to wit:

BEGINNING at point on southern side of Caroline Street, joint front corner Lots 27 & 28, and running thence along joint line of said lots S. 29-39 E. 270.8 feet to point, joint rear corner Lots 27 & 28; running thence along rear line of Lot 27, N. 70-40 W. 256.3 feet to point, joint rear corner Lots 26 & 27; thence along line of Lots 26 & 27, N. 19-20 E. 150 feet to point, joint front corner Lots 26 & 27; running thence along Caroline Street, the chord of which is S. 86-53 E. 67.7 feet to the point of beginning.

This being same property conveyed to the Mortgagors herein by deed of Carla A. Hills, Secretary of Housing and Urban Development recorded in the RMC Office for Greenville County 12/29/76 in Deed Book 1048, page 587.

This mortgage is junior in lien to that certain mortgage in favor of The Lonas and Nettleton Company in original sum of \$14,900.00 recorded in RMC Office for Greenville County on December 29, 1976, in Mortgage Book 1386, page 216.



which has the address of 27 Caroline Street Greenville South Carolina 29611 (therein "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 for 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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