

MORTGAGE

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THIS MORTGAGE is made this 15th day of August 1984 between the Mortgagor, Roy L. Givins and Patricia V. Givins (herein "Borrower"), and the Mortgagee, Freedlander, Inc. The Mortgage People, 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 15, 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 21, 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 situate, lying and being in the State of South Carolina, County of Greenville, near the Town of Mauldin, at southwestern intersection of Old Hickory Point and Cold Springs Road, being shown and designated as Lot No. 19 on plat of Forrester Woods, Section I, prepared by R. B. Bruce, RLS, dated March 14, 1972, recorded in RMC Office for Greenville County in Plat Book 4-N, page 78, and having the following metes and bounds, to wit:

BEGINNING at iron pin on southwestern side of Cold Springs Road, joint front corner Lots 19 & 20 as shown on aforesaid plat, and running thence with joint property line of said two lots S. 23-05 W. 141.9 feet to iron pin; thence N. 60-30 W. 135 feet to iron pin at joint rear corner Lots 18 & 19 as shown on said plat; thence running along and with joint property line of said lots last mentioned N. 42-30 E. 132.4 feet to iron pin on southwestern side of Old Hickory Point; thence along curve of Old Hickory Point, the chord of which is N. 87-40 E. 22.8 feet to iron pin on southwestern side of Cold Springs Road; thence running along and with southern side of Cold Springs Road S. 60-30 E. 70 feet to point of beginning.

This being same property conveyed to the Mortgagors herein by deed of David C. Luehrman and Joan E. Luehrman recorded April 27, 1976, in Deed Book 1035, page 302.

This mortgage is junior in lien to that certain mortgage in favor of First Federal Savings & Loan Association in original amount of \$38,950.00 recorded in RMC Office for Greenville County on April 27, 1976, in Mortgage Book 1365, page 997.

which has the address of 113 Cold Springs Road Greenville South Carolina 29607 (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 (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 (therein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and

SOUTH CAROLINA

RECORDED

1984-AUG-21