

MORTGAGE

Vol 1678 Page 405

THIS MORTGAGE is made this 21st day of August 1984 between the Mortgagor, James R. Nix and Nancy G. Nix (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, Heaver Plaza, 1301 York Road Lutherville, Maryland 21093 (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of U.S. \$ 10,027.50 which indebtedness is evidenced by Borrower's note dated August 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 September 15, 1994;

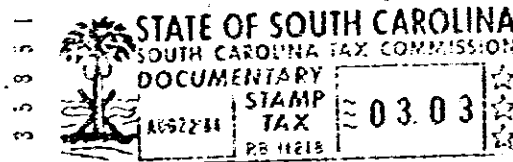
TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, 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 piece, parcel or lot of land, with all improvements thereon or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot 24, as shown on Plat of "Property of George L. Coleman, Jr." recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 5-2 at page 61, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Tubbs Mountain Road at the joint front corner of Lots 23 and 24, and running thence with the western side of Tubbs Mountain Road, S. 9-34 E., 105.3 feet to an iron pin at the joint corner of property now or formerly owned by Brown Enterprises and Hodgens; thence with the joint line of said properties, S. 86-16 W., 193.9 feet to an iron pin; thence N. 9-38 W. 95 feet to an iron pin, thence N. 83-14 E., 193.3 feet to an iron pin, the point of beginning.

This is that property conveyed to Mortgagor by deed of Joe A. Poston and Carol T. Poston dated and recorded concurrently herewith.

This is a second mortgage junior to Poinsett Federal Savings and Loan Association recorded in the RMC Office for Greenville County, South Carolina, in Mortgage Book 1678 at Page 400 in the amount of \$38,228.42.



which has the address of Tubbs Mountain Road Travelers Rest South Carolina 29690 (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 (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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1678-405