

MORTGAGE

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THIS MORTGAGE is made this 15th day of November 1984 between the Mortgagor Douglas R. Tate and Alma J. Tate (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. \$ 34479.60 which indebtedness is evidenced by Borrower's note dated November 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 November 21, 1994;

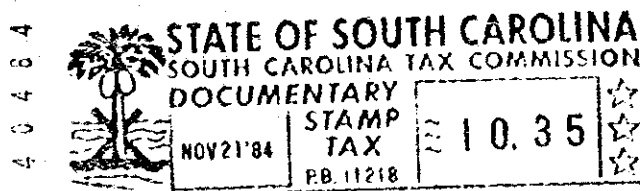
TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained. 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 with all improvements situate, lying and being on northwestern side of North Estate Drive, in County of Greenville, State of South Carolina, being shown as Lot 42 on plat entitled "Property of Crestwood, Inc." recorded in RMC Office for Greenville County in Plat Book S, page 189, being further described as follows:

BEGINNING at iron pin on northwestern side of North Estate Drive, joint front corner Lots 41 & 42, and running thence along line of Lots 41 & 42, N. 46-25 W. 179.3 feet to iron pin; thence N. 52-30 E. 75 feet to iron pin; thence along joint line of Lots 42 & 43, S. 44-00 E. 165.3 feet to iron pin on northwest side of North Estate Drive; thence along North Estate Drive N. 41-0 W. 65 feet to beginning point.

This being same property conveyed to the Mortgagors herein by deed of John E. & Judith J. Medearis recorded September 18, 1980, in Deed Book 1133, page 769.

This mortgage is junior in lien to that certain mortgage in favor of Collateral Investment Company recorded March 23, 1978, in Mortgage Book 1426, page 785, in original sum of \$22,150.00.



which has the address of 42 North Estate Drive Greenville South Carolina 29605 (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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