

FILED
GREENVILLE CO. S.C.

MORTGAGE

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THIS MORTGAGE is made this 6th day of December 1984 between the Mortgagor, Gary M. Roberts and Alice R. Cantey of South Carolina, hereinafter referred to as "Borrower", and the Mortgagee, Union Home Loan Corporation existing under the laws of the State of South Carolina whose address is Suite 205, Weaver Plaza, 1301 York Road, Lutherville, Maryland 21093 (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of U.S. \$ 10,327.50 which indebtedness is evidenced by Borrower's note dated December 6, 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 December 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 certain piece, parcel or lot of land with the buildings and improvements thereon, situate, lying and being on the western side of Jones Avenue just outside the corporate limits of the City of Greenville, being known and designated as Lot 44 on Plat of Crescent Terrace, plat of which is recorded in the RMC Office for Greenville County in Plat Book E, Page 137 and having, according to survey made by C. M. Furman, Jr., Engineer, October 2, 1930, the following metes and bounds, to wit:

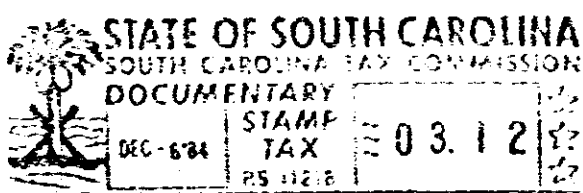
BEGINNING at a point on the western side of Jones Avenue, which point is 929.3 feet north of the northwestern corner of the intersection of Jones Avenue and Augusta Street and running thence N. 89-10 W., 212.2 feet to an iron pin; thence N. 2-08 W., 70.1 feet to an iron pin; thence S. 89-10 E., 215.9 feet to an iron pin on the western side of Jones Avenue; thence along the western side of said Avenue S. 0-50 W., 70 feet to the point of beginning.

This conveyance is subject to all easements, restrictions and rights-of-way, if any, appearing of record affecting this property.

This is the same property conveyed to the mortgagors by deed of John A. McDow, Jr. and Rebecca R. McDow dated May 28, 1980, and recorded same date in the RMC Office for Greenville County, in Deed Book 1126 at Page 517.

This mortgage is junior and subordinate to that certain mortgage from the mortgagors herein to South Carolina Federal Bank in the principal amount of \$33,000.00 dated May 28, 1980 and recorded in the RMC Office for Greenville County, South Carolina in Mortgage Book 1504 at Page 32.

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which has the address of 334 Jones Avenue 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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