

**MORTGAGE**

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THIS MORTGAGE is made this 3rd day of April 1984 between the Mortgagor, Sidney J. Miller and Kathryn M. Miller (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. \$ 7,755.00 which indebtedness is evidenced by Borrower's note dated April 3, 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 April 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:

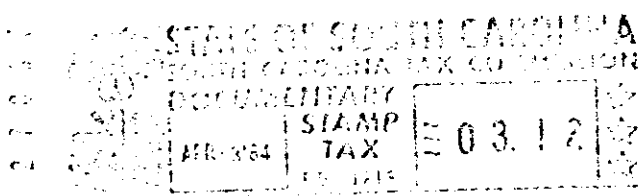
All that lot of land in the County of Greenville, State of South Carolina, known and designated as Lot No. 2 as shown on plat of Clearview Acres, recorded in the RMC Office for Greenville County in Plat Book MM, at Page 168, reference to said plat is herein craved for the metes and bounds description thereof.

This being the same property conveyed unto Mortgagors by deed of Paul S. Lyda and Marrian L. Lyda executed and recorded of even date.

This mortgage is second in priority to that given by Paul S. Lyda and Marrian L. Lyda to Charter Mortgage Company recorded in the RMC Office for Greenville County, S. C. in Mortgage Book 1508, Page 429 on July 22, 1980 in the original amount of \$30,000.00.

*AM K.M.M.*

Attached and incorporated herein by reference is borrowers' "Due-On-Transfer Rider", dated April 3, 1984 and made a part hereof.



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which has the address of 2 Clearview Circle, 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 (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 (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and

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