

MORTGAGE

THIS MORTGAGE is made this 1st day of June 1984, between the Mortgagor, Niles L. Caldwell, Sr. and Nellie Lynn Caldwell, Formerly Nellie Lynn Caldwell (herein "Borrower"), and the Mortgagee, Union Home Loan Corporation of South Carolina (herein "Lender"), 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.

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 79,200.00 which indebtedness is evidenced by Borrower's note dated June 1, 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 June 15, 1999;

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 SPARTANBURG, State of South Carolina:

All that lot or parcel of land in the County of Spartanburg, State of South Carolina, being shown on a plat dated September 8, 1976, recorded on February 8, 1977, by Blackwood Associates, recorded in Plat Book 79, Page 112, RMC office for Spartanburg County, South Carolina. Said property contains 3.45 acres, more or less. For a more particular description, reference is hereby made to the aforesaid plat. 6-54-00-8.04

This is the same property conveyed to Joe G. Meredith by deed recorded in Deed Book 46-B, Page 822, RMC Office for Spartanburg County, South Carolina.

ALSO, all that piece, parcel or lot of land lying, being and situate on the Southwest side of S.C. Highway No. 146, in the Town of Woodruff, County aand State foresaid, containing seven (7) acres, more or less, and having the following courses and distances, to wit: Beginning at a point in said highway and running thence S 28-00 W 831.6 feet to an old iron pin, thence S 77-00 E 421 feet to an old iron pin, thence N 28-00 E 663.9 feet to a point in said highway (old iron pin back on line at 21 feet), thence with said highway N 56-30 W 412.5 feet, more or less, to beginning point. This is the same property which was conveyed to John H. Nelson by Sam E. Cooper by deed recorded in the RMC Office for said County on January 27, 1937, in Deed Book 8-W, Page 296. See Folder No. 24233 in Probate Judge's Office for said County in regards to the administration of the Estate of John H. Nelson, who died intestate on January 15, 1968. See Folder No. 31029 in regards to Eva N. Nelson who died testate December 31, 1975. Also see Deed Book 35-J, Page 223, Deed Book

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which has the address of Rt. 3, Tanglewood Dr., Woodruff, SC; Rt. 2, Cross Anchor Rd., Woodruff, SC; 13 Mayflower Street, Taylors, SC; 3.45 acres Hwy. 86, Moore, SC South Carolina (herein "Property Address");
(Zip Code)

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