

GRANTED
JUL 27 1 51 PM '84
DORRIS T. HUBBLEY

MORTGAGE

THIS MORTGAGE is made this 17th day of July, 1984, between the Mortgagor, James B. Gilstrap and Judith S. Gilstrap (herein "Borrower"), and the Mortgagee, UNITED VIRGINIA MORTGAGE CORPORATION, a corporation organized and existing under the laws of VIRGINIA, whose address is 919 EAST MAIN STREET, RICHMOND, VIRGINIA 23219 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 25,000.00 which indebtedness is evidenced by Borrower's note dated July 17, 1982 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 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 situate, lying and being in Greenville County, South Carolina, being known and designated as a portion of Lot No. 5 and portion of Lot No. 4 on plat of SECTION 1, COLERIDGE TERRACE, recorded in the R.M.C. Office for Greenville in Plat Book FF at pages 16 and 17, shown on unrecorded plat by Jones Engineering Service, REVISION OF LOTS 4 & 5, JANICE COURT, dated January 4, 1984, and also shown on recent plat entitled Property of James B. Gilstrap and Judith S. Gilstrap dated July 20, 1984, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 10V at Page 28, and having according to the recent plat the following metes and bounds, to-wit:

BEGINNING at an old iron pin on Janice Court at the joint front corner with Lot No. 6, running thence along the property line with Lot No. 6 S. 43-55 E. 227.2 feet to an old iron pin; thence along the rear line of lot N. 88-28 W. 184.2 feet to an old iron pin at the joint rear corner of lot with Part of Lot No. 5 and running thence with the common line of Part 5, N. 9-08 W. 146.6 feet to an iron pin; thence with Janice Court S. 55-14 E. 4 feet to an old bolt; thence continuing with Janice Court N. 70-45 E. 49.3 feet to the beginning corner.

This is the same property conveyed to the mortgagors as follows: Portion of Lot 5 by deed of Lillie Ramey dated February 11, 1965, and recorded in the R.M.C. Office for Greenville County, South Carolina, on February 11, 1965, in Deed Volume 767 at Page 338; and Part of Lot 4 by deed of Bessie R. Sanford dated July 23, 1984, to be recorded herewith.

which has the address of 6 Janice Court, Greenville, South Carolina 29611 (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 planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

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