

MORTGAGE

Vol 1689 - 301

THIS MORTGAGE is made this 12th day of November 1984, between the Mortgagor, James P. Herring and Sharon H. Herring (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, Lutnerville, Maryland 21093 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 15,040.00 which indebtedness is evidenced by Borrower's note dated November 12, 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 15, 1994;

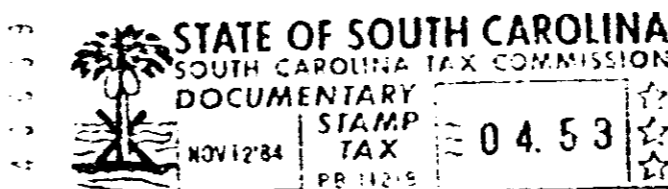
TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, 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 piece, parcel or lot of land, together with all buildings and improvements thereon, situate, lying and being on the southeastern corner of the intersection of Stoney Creek Drive with Burning Bush Lane, in the City of Mauldin, County of Greenville, South Carolina, being known and designated as Lot No. 85 as shown on a plat entitled, FORRESTER WOODS, SECTION 7, made by R. B. Bruce, dated February 12, 1975, recorded in the R. M. C. Office for Greenville County, South Carolina in Plat Book 5-P at Pages 21 and 22, and having, according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin on the southwestern side of Burning Bush Lane at the joint corners of Lots Nos. 84 and 85 and running thence along the common lines of said lots, S. 17-48 W., 100 feet to an iron pin; thence along the common lines of Lots Nos. 85 and 86, N. 72-12 W., 150 feet to an iron pin on the eastern side of Stoney Creek Drive; thence along the eastern side of Stoney Creek Drive, N. 17-48 E., 75 feet to an iron pin; thence with the curve of the intersection of Stoney Creek Drive with Burning Bush Lane, the chord of which is: N. 62-48 E., 35.3 feet to an iron pin on the southwestern side of Burning Bush Lane; thence along the southwestern side of Burning Bush Lane S. 72-12 E., 125 feet to an iron pin, the point of BEGINNING.

THIS being the same property conveyed to the mortgagors herein by Deed of Mary I. Ricchi recorded April 20, 1979 in Deed Book 1101, Page 49 in the RMC Office for Greenville County, South Carolina.

This is a second Mortgage.



which has the address of Route 10, 105 Burning Bush Lane, Greenville, South Carolina 29607 (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