

FILED
GREENVILLE S.C.
NOV 17 11 10 AM '83
JUNIOR R.M.C.

MORTGAGE

THIS MORTGAGE is made this 8th day of November, 1983, between the Mortgagor, Jim A. Smith and Frankie E. Smith (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. \$ 25,175.00, which indebtedness is evidenced by Borrower's note dated November 8, 1983 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 November 15, 1993:

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 near the City of Greenville, in the County of Greenville, State of South Carolina, being known and designated as Lot No. 87 in Section II of White Horse Heights, as shown on plat thereof recorded in the RMC Office for Greenville County, S. C. in Plat Book BB, at Page 182, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Southerly side of Jolly Avenue, joint front corner of Lots Nos. 86 and 87, and running thence, S. 21-13 E. 170 feet to an iron pin; thence N. 68-47 E. 90 feet to an iron pin; thence N. 21-13 W. 170 feet to an iron pin on Jolly Avenue, at the joint front corner of Lots Nos. 87 and 88; thence with the Southerly side of Jolly Avenue, S. 68-47 W. 90 feet to the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Horace L. Mauldin, dated September 1, 1965, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 781, at Page 335, on September 2, 1965.

RECORDED IN THE PUBLIC RECORDS OF GREENVILLE COUNTY, SOUTH CAROLINA
NOV 17 1983
STAMP \$ 10.00

which has the address of 14 Jolly Avenue Greenville
(City) (City)
South Carolina 29611 (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 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 therein "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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