

FILED
GREENVILLE CO. S. C.

Nov 16 4 16 PM '79

MORTGAGE

1458 644

DONNIE B. TANKERSLEY
R.M.C.

THIS MORTGAGE is made this 16th day of November 1979, between the Mortgagor, H. Reid Sherard and Genie R. Sherard, (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings & Loan Association, a corporation organized and existing under the laws of United States of America, whose address is 1500 Hampton Street, Columbia, South Carolina, (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty Six Thousand and 00/100 (\$26,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated November 16, 1979, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 1, 1984.

To SECURE to Lender (a) 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, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), 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, located, lying and being in the City and County of Greenville, State of South Carolina, being shown and designated as Lot No. 21, on plat entitled "Collins Creek, Section Two", dated July 30, 1979, prepared by C.O. Riddle, Surveyor, recorded in the Greenville County RMC Office in Plat Book 7-C at Page 57, and having, according to said plat, the following retes and bounds, to-wit:

BEGINNING at a point on the Southern side of the right-of-way of Collins Creek, at the joint front corner of the within lot and Lot No. 22 and running thence, along said right-of-way S. 75-35 W., 151.7 feet to a point at the joint front corner of the within lot and Lot No. 20; thence, running along the joint line of said lots S. 18-46 E., 252.12 feet to a point at the joint rear corner of the within lot and Lot No. 20; thence, N. 76-31 E., 109.49 feet to a point at the joint rear corner of the within lot and Lot No. 22; thence, running along the joint line of said lots N., 9-12 W., 254.24 feet to a point at the joint front corner of the within lot and Lot No. 22, on the Southern side of the right-of-way of Collins Creek, the point and place of beginning.

This conveyance is made subject to all easements, conditions, covenants, restrictions and rights-of-way which are a matter of record and/or actually existing on the ground affecting the above described property.

This is a portion of the property conveyed to the Grantor herein by deed of J. E. Collins, et al, recorded in the Greenville County RMC Office in Deed Book 1106 at Page 851 on the 17th day of July, 1979.

which has the address of Lot No. 21 "Collins Creek, Section Two", Greenville, S.C. (Street) (City)
South Carolina (herein "Property Address"); (State and 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, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, 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 herein 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, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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