

GREENVILLE CO. S. C.

BOOK 1513 PAGE 474

AUG 28 12 47 PM '80

MORTGAGE

DONNIE S. TANKERSLEY

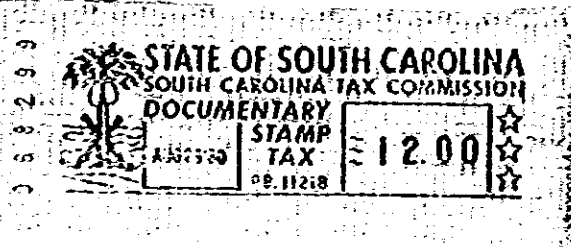
THIS MORTGAGE is made this 28th day of August 1980, between the Mortgagor, Fletcher G. Shives and A. Courtney Shives, Jr., Sherwood Court Apartments, A General Partnership, (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings & Loan Association, a corporation organized and existing 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 Thirty Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated August 28, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 1, 1995.

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 with the buildings and improvements thereon, situate, lying and being in the County of Greenville, City of Greenville, State of South Carolina, on the north side of Ridgeland Avenue and being known and designated as Lot 10, on plat entitled "Property of Sherwood Court Apartments, Inc." which plat was made by Pickell and Pickell, Engineers, March 10, 1949, more particularly described on plat entitled "Sherwood Court Apartments, A General Partnership" made by Freeland & Associates on August 13, 1980, recorded in the RMC Office for Greenville County, S. C. In plat Book 8-D at Page 98, reference is hereby made to said plat for a more complete description, thereof.

This being a portion of that property conveyed to the Mortgagors by deed of A. Courtney Shives, Jr. and Fletcher G. Shives recorded in the RMC Office for Greenville County, S. C. in Deed Book 1025 at Page 1119.



STATE OF SOUTH CAROLINA

Before me personally appeared Pamela D. Simpson and made oath that she saw the within named A. Courtney Shives, Jr. sign, seal and as his act and deed, deliver the within written Mortgage; and that she with Patrick C. Fant, Jr. witnesses the execution thereof. Sworn before me this 28th day of August, 1980.

Notary Public for South Carolina (Signature and Seal)

Pamela D. Simpson (Signature)

My Commission Expires 3-28-89

which has the address of Ridgeland Drive Greenville South Carolina (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, 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 seized 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.