

STATE OF SOUTH CAROLINA  
 SOUTH CAROLINA TAX COMMISSION  
 DOCUMENTARY STAMP TAX  
 SEP-1980  
 \$ 24.00  
 PR. 12218

FILED  
 Closing Date: September 8, 1980  
 (Date Instrument Delivered)  
 S.C.  
 1314-992  
 MORTGAGE  
 ADJUSTABLE RATE NOTE  
 attached Rider  
 SHERARD  
 50 PH '80  
 WATKINS

THIS MORTGAGE is made this 8th day of September, 1980, between the Mortgagor, H. Reid Sherard, II and Gene R. Sherard (herein "Borrower"), and the Mortgagee, UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF FOUNTAIN INN, a corporation organized and existing under the laws of the United States of America, whose address is 201 Trade Street, Fountain Inn, S.C. 29644 (herein "Lender").

"Note" includes all Renewals and Amendments of the Note dated September 8, 1980.

WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty Thousand and 00/100 (\$60,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated September 8, 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 October 1, 2010.

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, situate, lying and being on the Northwestern side of Rock Creek Drive in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lots Nos. 267 and 268 as shown on a plat of Traxler Park, prepared by R. E. Dalton, Engineer, dated March, 1923, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book G at pages 115 and 116, and having, according to said plat the following metes and bounds:

BEGINNING at an iron pin on the Northwestern side of Rock Creek Drive at the joint front corner of Lots Nos. 266 and 267, and running thence with the line of Lot No. 266 N. 25-23 W. 197.4 feet to an iron pin; thence S. 71-12 W. 141 feet to an iron pin at the joint rear corner of Lots Nos. 268 and 269; thence with the line of Lot No. 269 S. 25-23 E. 266 feet to an iron pin on the Northwestern side of Rock Creek Drive; thence with the Northwestern side of Rock Creek Drive N. 54-47 E. 71 feet to an iron pin; thence continuing with the Northwestern side of Rock Creek Drive N. 35-17 E. 80.3 feet to the point of beginning.

This conveyance is subject to all restrictions, set back lines, roadways, easements and rights-of-ways, if any, affecting the above-described property.

This is the identical piece of property conveyed to the mortgagor herein by deed of Eugene W. and Claire H. Stuart dated September 8, 1980, recorded herewith of even date.

NOTICE: THIS MORTGAGE SECURES A NOTE WHICH CONTAINS PROVISIONS FOR AUTOMATIC RENEWAL OF SUCH NOTE FOR SUCCESSIVE PERIODS NOT TO EXTEND BEYOND January 1, 1984. THE INTEREST RATE AND THE PAYMENTS UNDER THE NOTE MAY CHANGE AT THE TIME OF EACH RENEWAL. A COPY OF THE PROVISIONS OF THE NOTE RELATING TO RENEWAL AND CHANGE OF INTEREST RATE AND PAYMENTS IS ATTACHED TO THIS MORTGAGE AS AN EXHIBIT.

which has the address of 81 Rock Creek Drive, Greenville, S.C. 29605 (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 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.