

REAL ESTATE MORTGAGE

1977-1983

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

MORTGAGOR(S)/BORROWER(S)

Sherman Clayton Newman and
Nancy D. Newman
205 Pinebark Court
Simpsonville, South Carolina

MORTGAGEE/LENDER

Sunamerica Financial Corporation
33 Villa Road, Suite 201
Greenville, South Carolina

Account Number(s) 40324-6

Amount Financed \$9,438.72 Total Note \$14,160.00

KNOW ALL MEN BY THESE PRESENTS, that the said Borrower, in consideration of the debt referred to by the account number(s) and amount financed above, and of the sum of money advanced thereunder, which indebtedness is evidenced by Borrower's note bearing the date 10th day of December, 19 80, providing for installment payments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 15th day of December, 19 85; and in the further consideration of (1) all existing indebtedness of Borrower to Lender (including, but not limited to, the above-described advances), evidenced by promissory notes and all renewals and extensions thereof, (2) all future advances that may subsequently be made to Borrower by Lender, to be evidenced by promissory notes, and all renewals and extensions thereof, and (3) all other indebtedness of Borrower to Lender now due or to become due or hereafter contracted, the maximum principal amount of all existing indebtedness, future advances, and all other indebtedness outstanding at any time not to exceed Fifty Thousand and no/100 Dollars (\$50,000.00), plus interest thereon, attorney's fees and court costs, with interest as provided in said note(s), and costs, including a reasonable attorney's fee of not less than fifteen per centum of the total amount due thereon and charges as provided in said note(s) and herein, the undersigned Borrower does hereby mortgage, grant and convey to Lender, and by these presents does hereby grant, bargain, sell, convey and mortgage, in fee simple, unto Lender, its successors and assigns the following described property:

All that certain piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, Town of Simpsonville, being known and designated as Lot No. 40 of Subdivision known as PINE TREE, as shown by plat thereof, prepared by Piedmont Engineers and Architects, dated March 19, 1974, and recorded in Plat Book 5-D at page 63 in the RMC Office for Greenville County, South Carolina.

Reference is hereby made to said plat for a more particular description.

This conveyance is made subject to the restrictive and protective covenants affecting the Subdivision known as PINE TREE, said restrictive and protective covenants being recorded in the RMC Office for Greenville County in Deed Volume 1014 at page 323.

This conveyance is made subject to any restrictive covenants, building set-back lines, rights of way and easements which may affect the above described property.

Being a portion of the same property conveyed to the grantor herein by deed of Janie Daniel DeTreville, dated September 30, 1971, recorded October 15, 1971 in the RMC Office for Greenville County, S. C. in Deed Volume 927 at page 503.

As a portion of the consideration herein the grantees assume and agree to pay that certain mortgage given by Builders & Developers, Inc., to Heritage Federal Savings & Loan Association, in the original amount of \$27,200.00, recorded March 17, 1977 in REM Volume 1391 at page 834. The balance due for assumption is \$27,200.00

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, water stock and all fixtures now or hereafter attached to the property, all of which, including replacements or 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 referred to as the "property". DERIVATION: Title passed from _____

Builders and Developers, Inc.

to the Borrower by Deed, recorded 6/9, 19 77.

in the Office of the Clerk of Court

for Greenville County in Volume 1058

at page 233

TO HAVE AND TO HOLD, all and singular, the said property unto Lender and Lender's successors and assigns, forever.

Borrower covenants that he is lawfully seized of the premises herein above described in fee simple absolute for and to his estate, if any, as is stated hereinbefore, that he has good, right and lawful authority to sell, convey, mortgage or in other ways dispose of the premises, and that the premises are free and clear of all liens and encumbrances whatsoever (if any, as stated).

Heritage Federal Savings & Loan Association
Sunamerica Financial Corporation

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