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DONNIE S. TANKERSLEY  
R.M.C.

BOOK 1597 PAGE 347

# MORTGAGE

THIS MORTGAGE is made this 7th day of March, 1983, between the Mortgagor, Sherwood Ct. Apts., A General Partnership and Mozelle G. Shives (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").

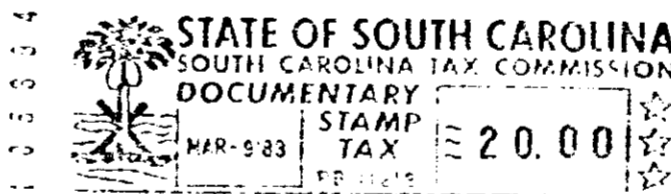
WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty thousand and no/100 (50,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated March 7, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 1, 2013.

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 in the County of Greenville, City of Greenville, State of South Carolina on the north side of Ridgeland Avenue, being known and designated as Lot 8 on plat of Sherwood Court Apartments, Inc. made by Pickell and Pickell, Engineers, March 10, 1949 and more particularly described on plat entitle "Sherwood Court Apartments" made by Freeland and Associates, on February 28, 1983 recorded in the RMC Office for Greenville County, S.C. in Plat Book 9-0 at Page 11, reference is hereby made to said plat for a more complete description thereof.

Together with the mortgagor's right, title and interest in and to that parking and service drive running along the rear of said lots to Hope Street (formerly Allen Street) and to a 15 foot alley; and also all of the mortgagor's right, title and interest in and to that 15 foot alley and to that parking area lying between said 15 foot alley and the parking and service drive shown on the plat above-mentioned.

This being a portion of that property conveyed to the mortgagor by deed of A. Courtney Shives, Jr. et.al. recorded in the RMC Office for Greenville County, S.C. on October 1, 1975 in Deed Book 1025 at Page 119.



which has the address of Units 16 & 17 Sherwood Ct. Apts., Greenville, South Carolina 29601 (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.

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