

FILED
GREENVILLE, S.C.

MORTGAGE

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COUNTY CLERK'S OFFICE
GREENVILLE, S.C.

THIS MORTGAGE is made this 14 day of November 19 83, between the Mortgagor, ROBERT W. SHERMAN & FRANKIE D. SHERMAN (herein "Borrower"), and the Mortgagee HERITAGE FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America, whose address is 201 West Main Street, Laurens, S. C. 29360 (herein "Lender"). THIS MORTGAGE INCLUDES AN ADJUSTABLE RATE LOAN RIDER WHICH IS HEREBY INCORPORATED BY REFERENCE.

WHEREAS, Borrower is indebted to Lender in the principal sum of THIRTY-ONE THOUSAND AND NO/100 (\$31,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated November 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 November 1, 2003.

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 piece, parcel or lot of land with all buildings and improvements thereon situate, lying and being on the eastern side of Seminole Drive, in the Town of Simpsonville, Greenville County, South Carolina, being shown and designated as Lot No. 93 on a plat of Westwood, Section Two, Sheet No. 1, made by Piedmont Engineers and Architects, dated September 16, 1970, recorded in the RMC Office for Greenville County, S. C., in Plat Book 4-F, page 44, reference to which plat is hereby craved for the metes and bounds thereof.

This being same property conveyed to the Mortgagors herein by deed of Rajinder Kumar and Shakti Bala Kumar recorded in the RMC Office for Greenville County on September 9, 1983, in Deed Book 1196, page 77.

which has the address of 413 Seminole Drive Simpsonville
(Street) (City)
S. C. 29681 (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 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.

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