

MORTGAGE

10-13-75 120

ESCROW

Adjustable Rate Mortgage-South Carolina

LOAN NUMBER 210001681

THIS MORTGAGE is made this 24th day of JULY, 19 84, between the Mortgagor, HERSCHEL CALDWELL AND VICKI CALDWELL

(herein "Borrower"), and the Mortgagee, ROOSEVELT FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America, whose address is 900 Roosevelt Parkway, Chesterfield, Missouri 63017 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the original principal amount of FORTY SIX THOUSAND FIVE HUNDRED AND 00/100 Dollars, with interest, which indebtedness is evidenced by Borrower's Adjustable Rate Note dated JULY 24, 1984 (herein "Note"), payable in monthly installments and a final installment due on JULY 24, 2014, with provision for periodic change in the interest rate and the monthly payment amount, a true copy of which Note is annexed to this Mortgage and is incorporated by reference herein as a part hereof.

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 20 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 in the City of Mauldin, County of Greenville, State of South Carolina, situate, lying and being on the southern side of Libby Lane and being known and designated as Lot No. 84 on a plat of BURDETT ESTATES prepared by Dalton and Neves, Engineers, dated February, 1971, recorded in the RMC Office for Greenville County in Plat Book 4-X at Page 60, and being further shown on a more recent plat by Freeland & Associates, dated July 17, 1984, entitled "Property of Herschel Caldwell and Vicki Caldwell" and recorded in the RMC Office for Greenville County in Plat Book 0.V at Page 58, and having, according to said latter plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Libby Lane, joint front corner of Lots Nos. 83 and 84, and running thence with the joint line of said lots, S. 31-20 W. 220.01 feet to an iron pin; thence N. 74-52 W. 103.76 feet to an iron pin at the joint rear corner of Lots Nos. 84 and 85; running thence along the joint line of said lots, N. 31-12 E. 250.0 feet to an iron pin on the southern side of Libby Lane; thence with said Libby Lane, S. 58-05 E. 100.23 feet to an iron pin, the point of beginning. This is the same property conveyed to the mortgagors herein by deed of Gary D. Clem and Harriet A. Clem by the duly authorized officer of Chemical Bank, d/b/a Chemical Executive (*SEE BELOW)

which has the address of 109 IDA DRIVE MAULDIN (Street) (City) South Carolina 29662 (herein "Property Address"); (Zip Code)

31-31-84 007

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.

31-385 (4/84) South Carolina

*Relocation, as their Attorney-in-Fact, under duly executed Power of Attorney attached to said deed and recorded herewith in the RMC Office for Greenville County, South Carolina. See Deed Book 1218 Page 274 for power of Attorney.

RETS

2-11-84