

FILED  
GREENVILLE CO. S.C.

# MORTGAGE

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THIS MORTGAGE is made this Nov 30 4 55 PM '84 29th day of November 1984, between the Mortgagee, ERIN CARROLL RUSHING (herein "Borrower"), and the Mortgagee, U.S. Shelter Corporation, a corporation organized and existing under the laws of State of Delaware, whose address is c/o C&S Real Estate Services, Inc., P.O. Box 10636, Charleston, South Carolina 29411 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-seven Thousand, Nine Hundred Fifty (\$37,950.00) Dollars, which indebtedness is evidenced by Borrower's note dated November 29, 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 1, 2014

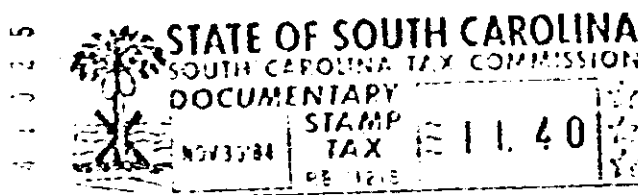
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 unit, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Unit No. 56 of Riverbend Horizontal Property Regime, the Master Deed for which is recorded in the RMC Office for Greenville County in Deed Book 1174 at pages 91 through 165, inclusive, amended by instrument recorded September 23, 1982 in Deed Book 1174 at page 390, and by instrument recorded June 2, 1983 in Deed Book 1189 at page 489.

This being a portion of the property conveyed to the Grantor herein by deed of Riverbend Apartments Limited Partnership, a South Carolina Limited Partnership dated December 23, 1981, recorded December 23, 1981 in Deed Book 1159, page 945 in the Office of the RMC for Greenville County, South Carolina.

This conveyance is made subject to all restrictions and easements as set out in the Master Deed and Exhibits attached hereto and otherwise shown in the public records, and to the Mortgage of The Seamen's Bank for Savings originally recorded on June 2, 1972 in Mortgage Book 1235 at page 637, and subsequently amended by various instruments, the most recent of which was the Modification and Amendment of Mortgage and Note recorded September 24, 1982 in Mortgage Book 1581 at page 410.

U.S. Shelter, a Massachusetts Business Trust, was merged into U.S. Shelter Corporation, a Delaware Corporation, effective on May 31, 1984.



which has the address of Unit 56, 925 Cleveland Street, Greenville, South Carolina (City)  
29601 (State and Zip Code) (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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