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GREENVILLE CO. S.C.

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DONNIE S. WALKERSLEY
R.M.C.

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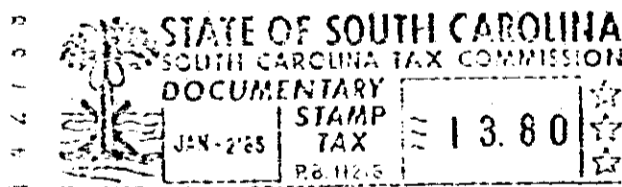
MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on December 31st, 1984. The mortgagor is KATHLEEN S. BRANDEL ("Borrower"). This Security Instrument is given to U.S. Shelter Corporation, which is organized and existing under the laws of Delaware, and whose address is c/o C&S Real Estate Services, Inc., P.O. Box 10636, Charleston, South Carolina 29411 ("Lender"). Borrower owes Lender the principal sum of Forty-six Thousand and no/100 Dollars (U.S. \$46,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on January 1, 2000. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in Greenville County, 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. 16 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 Book 1176 at Page 390, and by instrument recorded June 2, 1983 in Deed Book 1189 at Page 489.

Being the same property conveyed to mortgagor herein by deed of U.S. Shelter Corporation, dated _____, and recorded simultaneously herewith in Deed Book _____ at Page _____, office of the R.M.C. for Greenville County, South Carolina.

This mortgage is subject to the mortgage of The Seamen's Bank for Savings originally recorded on June 2, 1972 and subsequently amended by various recorded instruments. U.S. Shelter is obligated to make all payments due on said mortgage and mortgagor shall have no obligation with respect thereto.



which has the address of Unit 16, Riverbend, 925 Cleveland Street, Greenville, South Carolina 29601 ("Property Address");

TO HAVE AND TO HOLD such property 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 rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument 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 and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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