

MORTGAGE

VOL 1635 #817

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THIS MORTGAGE is made this 10 day of October 1983 between the Mortgagor, Roy L. Sherman and Bernice Sherman (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Nineteen Thousand Three Hundred Three Dollars and 20/100 Dollars, which indebtedness is evidenced by Borrower's note dated October 10, 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 September 10, 1993

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 City of Greenville, Greenville County, State of South Carolina, in School District 7 ID, known and designated as Lot No. 35, Block B, of Jefferson Heights, as shown on plat thereof recorded in the R.M.C. Office for Greenville County, in Plat Book "C", pages 34 and 35, having a frontage on Third Avenue of 25.5 feet and a depth of 87.5 feet. This lot is shown on the County Block Book, page 200, Block 8, Lot 10, and is the same conveyed to me by Arthur J. McKinney by deed recorded Book 398, page 540, R.M.C. Office for Greenville County.

Derivation: This is that same property conveyed by deed of Prank Crosby and Willie Belle Crosby to Bernice Sherman and Roy Lee Sherman, dated 2-19-46 recorded 5-27-46, in volume 292 at page 129 of the RMC Office for Greenville County, SC.

which has the address of 12 Chaney Street Greenville South Carolina 29607 (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 seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unincumbered, 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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