MORTGAGE

VOL 1035 PAGE 290

THIS MORTGAGE is made this 11th day of November, 19 83, between the Mortgagor, H & H PROPERTIES PARTNERSHIP (herein "Borrower"), and the Mortgagee, N. BARTON TUCK, JR. AS NOMINEE FOR THE TRUSTEES OF U. S. SHELTER, A XXXXXXXXXXXX MASSACHUSETTS BUSINESS TRUST under the laws of XXXXXXXXXXXX, whose address is P. O. Box 6725, Sta. B. Greenville, S.C. 29607 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-three Thousand, Eight Hundred and No/100 ($43,800.00) Dollars, which indebtedness is evidenced by Borrower's note dated November 11, 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 December 1, 1998 (15 year balloon);

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. 217 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 1174 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 N. Barton Tuck, Jr. as Nominee for the Trustees of U.S. Shelter, a Massachusetts Business Trust dated Nov. 11, 1983, and recorded simultaneously herewith in Deed Book [illegible] at page [illegible], office of the RMC 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.

STAMP TAX 17.52

which has the address of 925 Cleveland Street (Street), Greenville (City),
S. C. 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.

OCTO 3 NOV 14 83 040 9.0000