

1984 SEP 15 PM 1:34

REC-10

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on August 31, 1984. The mortgagor is Stuart B. Kelly ("Borrower"). This Security Instrument is given to Alliance Mortgage Company, which is organized and existing under the laws of the State of Florida, and whose address is P.O. Box 4130, Jacksonville, Florida 32231 ("Lender").

Borrower owes Lender the principal sum of Sixty Seven Thousand Nine Hundred and no/100ths Dollars (U.S. \$ 67,900.00). 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 September 1, 2014. 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 know and designated as Unit 33-A of Sugar Creek Horizontal Property Regime, as is more fully described in Declaration (Master Deed) dated September 15, 1980, and recorded in the RMC Office for Greenville County on September 15, 1980, in the Deed Book 1133 at page 365 through 436, inclusive, and survey and plot plan recorded in the RMC Office for Greenville County in Plat Book 7-X at page 40, as amended by First Amendment to Declaration (Master Deed) of Sugar Creek Villas Horizontal Property Regime, dated February 25, 1981, and recorded in the RMC Office for Greenville County on February 26, 1981, in Deed Book 1143 at pages 305 through 319, inclusive, as amended by Second Amendment to Declaration of Sugar Creek Villas Horizontal Property Regime, dated August 27, 1981, and recorded in the RMC Office for Greenville County on August 28, 1981, in Deed Book 1154 at pages 210 through 219, inclusive, as amended by Third Amendment to Declaration (Master Deed) of Sugar Creek Villas Horizontal Property Regime, recorded in the RMC Office for Greenville County on May 28, 1982, in Deed Book 1167 at page 654 through 660, inclusive, as amended by Fourth Amendment to Declaration (Master Deed) of Sugar Creek Horizontal Property Regime, recorded in the RMC Office for Greenville County on June 11, 1982, in Deed Book 1168 at pages 451 through 452, inclusive, and as amended by Fifth Amendment to Declaration (Master Deed) of Sugar Creek Villas Horizontal Property Regime, recorded in the RMC Office for Greenville County on April 12, 1984, in Deed Book 1210 at pages 325 through 336, inclusive.

This property is subject to all restrictions and easements as set out in the Declaration (Master Deed), Exhibits, and Appendicies attached hereto, recorded plats, or as may appear on the premises.

This being the identical property conveyed to Mortgagor herein by deed of Cothran & Darby Builders, Inc., of even date herewith and recorded in the RMC Office for Greenville County on even date herewith in Deed Book 1220 at page 743.

which has the address of 33-A Taranger Circle Greer South Carolina 29651 ("Property Address"); [Street] [City] [Zip Code]

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 seized 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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