

MORTGAGE

APR 26 10 21 AM 1984
LONAN COUNTY CLERK
R.M.C.

THIS MORTGAGE is made this 20th day of April, 1984, between the Mortgagor, Thomas L. Oakley, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association of South Carolina, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty Thousand and No/100 (\$50,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 20, 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 May 1, 1985;

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 piece, parcel or unit situate, lying and being in the State of South Carolina, County of Greenville being known and designated as Unit No. 35-D of Sugar Creek Villas 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, SC, on September 15, 1980, in Deed Book 1133 at Pages 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 (Master Deed) 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 Pages 654 through 660, inclusive, as amended by Fourth Amendment to Declaration (Master Deed) of Sugar Creek Villas Horizontal Property Regime recorded in the Office of the RMC for Greenville County on June 11, 1982, in Deed Book 1168 at Pages 451 and 452, as amended by Fifth Amendment to Declaration (Master Deed) of Sugar Creek Villas Horizontal Property Regime recorded in the Office of the RMC for Greenville County on May 6, 1983, in Deed Book 1187 at Page 780 through 792, inclusive, and as amended by Sixth 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 Page 325 through 336, inclusive.

STATE OF SOUTH CAROLINA
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which has the address of (See Exhibit A) (Street) 35-D Sugar Creek Villas (City) Greer SC 29651 (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 seized 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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