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GREENVILLE CO. S.C.
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DONNIE S. TR. KERSLEY
R.M.C.

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OCT 17 3 41 PM '84
DONNIE S. TR. KERSLEY
R.M.C.

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MORTGAGE

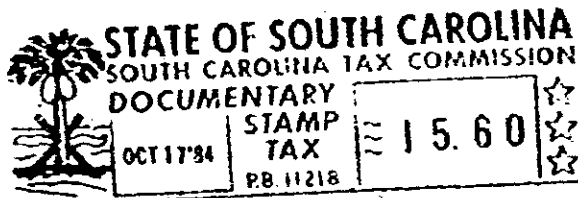
THIS MORTGAGE ("Security Instrument") is given on October 17
19 84. The mortgagor is Sam H. Hunt
..... ("Borrower"). This Security Instrument is given to U.S. Shelter Corporation
....., which is organized and existing
under the laws of the State of Delaware....., and whose address is P.O. Box 10636
Charleston, South Carolina 29411..... ("Lender").
Borrower owes Lender the principal sum of Fifty-two Thousand and no/100
..... Dollars (U.S. \$ 52,000.00.....). 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 November 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 in the
State of South Carolina, County of Greenville, being known and designated as
Unit No. 20 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 N. Barton
Tuck, Jr. as Nominee for the Trustees of U.S. Shelter, a Massachusetts
Business Trust Dated 10-17-84, 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.

This mortgage is being re-recorded
to reflect the correct change date
on the Adjustable Rate Rider.



which has the address of Unit 20 Riverbend 925 Cleveland Street, Greenville
.....
[Street] [City]
South Carolina 29601..... ("Property Address");
[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.

4328-N-2