

STATE OF SOUTH CAROLINA
DOCUMENTARY TAX
STAMP
24.00

GREENVILLE
FILED
SEP 6 4 50 PM '80
MORTGAGE
ADJUSTABLE RATE NOTE
attached rider
BOOK 85 PAGE 1478
Recording Date: September 3, 1980
(D. S.C. Instrument Delivered)
1514 PAGE 992
1517 PAGE 252

THIS MORTGAGE is made this 8th day of September 1980, between the Mortgagor, H. Reid Sherard, II and Gene R. Sherard (herein "Borrower"), and the Mortgagee, UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF FOUNTAIN INN, a corporation organized and existing under the laws of the United States of America, whose address is 201 Trade Street, Fountain Inn, S.C. 29644 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty Thousand and 00/100 1980 (\$60,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated September 3, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 1, 2010.

an iron pin on the Northwestern side of Rock Creek Drive; thence with the Northwestern side of Rock Creek Drive N. 54-47 E. 71 feet to an iron pin; thence continuing with the Northwestern side of Rock Creek Drive N. 35-17 E. 30.3 feet to the point of beginning.

This conveyance is subject to all restrictions, set back lines, roadways, easements and rights-of-ways, if any, affecting the above-described property.

This is the identical piece of property conveyed to the mortgagor herein by deed of Eugene W. and Claire H. Stuart dated September 3, 1980, recorded herewith of even date.

NOTICE: THIS MORTGAGE SECURES A NOTE WHICH CONTAINS PROVISIONS FOR AUTOMATIC RENEWAL OF SUCH NOTE FOR SUCCESSIVE PERIODS NOT TO EXTEND BEYOND October 1, 2010. THE INTEREST RATE AND THE PAYMENTS UNDER THE NOTE MAY CHANGE AT THE TIME OF EACH RENEWAL. A COPY OF THE PROVISIONS OF THE NOTE RELATING TO RENEWAL AND CHANGE OF INTEREST RATE AND PAYMENTS IS ATTACHED TO THIS MORTGAGE AS AN EXHIBIT.

39763

which has the address of 81 Rock Creek Drive, Greenville, S.C. 29635 (herein "Property Address"); Formerly United Federal Savings and Loan Association

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.

GREENVILLE
FILED
SEP 22 10 11 AM '80

THIS 7th day of September 1980
AMERICAN FEDERAL BANK, F.S.B.
FORMERLY AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION
BY *[Signature]*
WITNESS *[Signature]*

FILED
SEP 14 11 AM '80
GREENVILLE
JUL 18 1984

