

20. **Release.** Upon payment of all sums secured by this Mortgage, this Mortgage shall become null and void, and Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

21. **Waiver of Homestead.** Borrower hereby waives all rights of homestead exemption in the Property.

22. **Waiver of Right of Appraisal.** Borrower hereby waives the right to assert any statute providing appraisal rights which may reduce any deficiency judgment obtained by Lender against Borrower in the event of foreclosure under this Mortgage.

**REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST**

BOOK 443 PAGE 74

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Signed, sealed and delivered in the presence of:

Steven H. Knight (Seal) *Wilbur J. Carroll* (Seal)
Steven H. Knight -Borrower
Paula F. Marks (Seal) *Wilbur J. Carroll* (Seal)
Paula F. Marks -Borrower

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA, Charleston County ss:

Before me personally appeared *Paula F. Marks* and made oath that she saw the within named Borrower sign, seal, and as his act and deed, deliver the within written Mortgage; and that she with *Steven H. Knight* witnessed the execution thereof.
Sworn before me this 3rd day of February 1984.

Steven H. Knight (Seal) *Paula F. Marks* (Seal)
Notary Public for South Carolina Paula F. Marks

My commission expires: 8/27/91

RENUNCIATION OF POWER

STATE OF SOUTH CAROLINA, Charleston County ss:

I *Steven H. Knight*, a Notary Public, do hereby certify unto all whom it may concern that Mrs. *Sheila N. Carroll*, the wife of the within named *Wilbur J. Carroll*, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person whomsoever, renounce, release and forever relinquish unto the within named Union Home Loan Corporation of S.C., its Successors and Assigns, all her interest and estate, and all of her rights and claims of Dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 3rd day of February 1984.

Steven H. Knight (Seal) *Sheila N. Carroll* (Seal)
Notary Public for South Carolina Sheila N. Carroll

My Commission Expires: 8/27/91

5.00 *prepa*

(Space Below This Line Reserved For Lender and Recorder)

THE DEBT HEREBY SECURED IS PAID IN FULL & THE LIEN OF THIS INSTRUMENT IS SATISFIED THIS 6 DAY OF JANUARY, 1994.

WITNESS:

John Armbruster
JO ARMBRUSTER

SIGNET MORTGAGE CORPORATION, SUCCESSOR TO:
UNION HOME LOAN CORPORATION OF SOUTH CAROLINA

BY:

Michael F. Sagona, ASST VP

FILED-RECORDED
Attachment
JAN 31 1994
CINTHIA B. FORE
RECORDER
HESNE GRAYHORN
BERKELEY CLERK'S OFFICE

S. Knights 3.90

7460293-7

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11-8695

MORTGAGE

BOOK 443 PAGE 75

THIS MORTGAGE is made this 3rd day of February 1984, between the Mortgagor, Wilbur J. Carroll, of South Carolina, (herein "Borrower"), and the Mortgagee, Union Home Loan Corporation, a corporation organized and existing under the laws of the State of South Carolina, whose address is, Suite 205, Beaver Plaza, 1301 York Road, Lutherville, Maryland 21093, (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 19,890.00, which indebtedness is evidenced by Borrower's note dated February 3, 1984, and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on February 15, 1999.

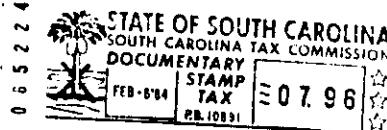
TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Berkeley, State of South Carolina:

ALL that certain piece, parcel or lot of land situate, lying and being in the County of Berkeley, and the State of South Carolina, being known and designated as Lot No. 5, Creekside Acres, Berkeley County, South Carolina, on a Plat of K.T. Dubis, P.E. & L.S. dated September 20, 1973, and recorded in the Clerk of Court's Office for Berkeley County, South Carolina, in Book "U", at Page No. 188, on October 30, 1973.

This being the same property conveyed to the Mortgagor by deed of American Mortgage and Investment Company dated August 21, 1980 and recorded November 3, 1980 at 2:30 P.M. in Book A-413, page 171.

TMS #195-11-01-011

Mortgagor's Address: 1301 York Rd., Lutherville, MD 21093



RECORDED

TIME 11:10 am

DATE February 6, 1984

[Signature] BERKELEY COUNTY

which has the address of Rt. 4, Lot 5, Creekside Acres

Moncks Corner

South Carolina 29461

[City]

[Zip Code]

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 and rents, all of which 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 hereinafter 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, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and