

U.S. S. C.
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DONNA L. WALKERSLEY
R.M.C.

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MORTGAGE

THIS MORTGAGE is made this First day of June, 1981, between the Mortgagor, RALPH L. YANIK AND KAREN A YANIK

, (herein "Borrower"), and the Mortgagee, Perpetual Federal Savings and Loan Association, a corporation organized and existing under the laws of the State of South Carolina, whose address is 907 North Main Street, Anderson, South Carolina (herein "Lender").

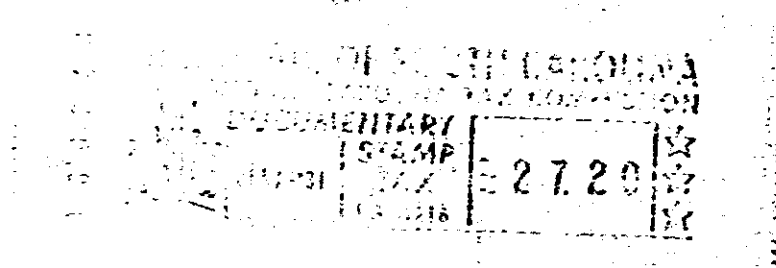
WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty-Eight Thousand and No/100ths (\$68,000.00) dollars, which indebtedness is evidenced by Borrower's note dated June 1, 1981, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid due and payable on June 1, 2011

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 certain piece, parcel or lot of land with the buildings and improvements thereon, lying and being on the Southeasterly side of Shady Creek Court, near the City of Greenville, South Carolina, being known and designated as Lot No. 486 on plat entitled "Map 2, Section 2, Sugar Creek", as recorded in the RMC Office for Greenville County in Plat Book 7-X at Page 19, said plat being craved for the metes and bounds thereon.

This is the identical property conveyed to Ralph L. Yanik and Karen A. Yanik by deed of Cothran & Darby Builders, Inc., being recorded concurrently herewith.

This is a re-negotiable rate mortgage and hereby incorporates the terms and conditions of the re-negotiable rate rider and promissory note recorded herewith.



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which has the address of 486 Shady Creek Court, Sugar Creek Subdivision, Greer, S. C. 29651 (Street) (City) (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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