FILED
AUG 31 1982
Bonnie S. Tankersley
RMC

MORTGAGE

THIS MORTGAGE is made this 10th day of August, 19 82, between the Mortgagor, Franklin C. Skala, II (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenth Eight Thousand and Forty Six and 40/100---$28,046.40------ Dollars, which indebtedness is evidenced by Borrower's note dated August 10, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 1, 1992;

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, situate, lying and being on the northeastern side of Tiverton Drive in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 134 on a plat of Kingsgate Subdivision recorded in the RMC Office for Greenville County in Plat Book WWW at Pages44 and 45, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at a point on the northeastern side of Tiverton Drive at the southern corner of Lot 134 and running thence along Tiverton Drive, N. 20-09 W. 125.0 feet to a point at the joint front corner of Lots 134 and 135; thence along the common line of said Lots, N 65-49E, 140.0 feet; thence S 20-09 E, 120.0 feet; thence S 63-52 W, 140.6 feet to Tiverton Drive, the point of beginning.

This is the property conveyed by deed of Piedmont Land Co., Inc to Franklin C. Skala and Martha C. Skala, dated February 17, 1976, recorded February 18, 1976, in deed book 1031 page 746 in the RMC Office of Greenville County, Greenville, South Carolina. Also this being the same property conveyed by deed of Martha C. Skala, her half interest to Franklin C. Skala dated June 10, 1977, recorded June 10, 1977, in deed book 1058 page 311 in the RMC Office of Greenville County, Greenville, South Carolina.

which has the address of 6 Tiverton Drive [Street], Greenville [City], South Carolina 29615 [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 seised 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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