

FILED
GREENVILLE S.C.

FEB 11 3 24 PM '83

MORTGAGE

800: 1594 514

DONNIE S. TANKERSLEY
R.M.C.

THIS MORTGAGE is made this 7th day of February 1983, between the Mortgagor, Carl S. Matheny, Jr. (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

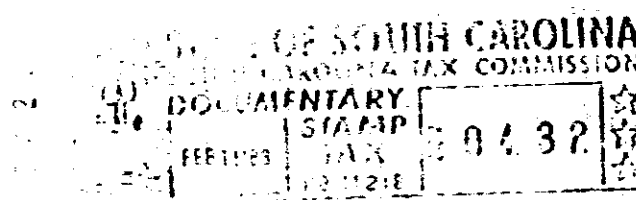
WHEREAS, Borrower is indebted to Lender in the principal sum of Ten Thousand Seven Hundred Eighty-Nine and 04/100 Dollars, which indebtedness is evidenced by Borrower's note dated February 7, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 6, 1983.

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 unit, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Unit No. 225 of Ingleside Horizontal Property Regime as is more fully described in Declaration (Master Deed) dated February 26, 1981 and recorded in the RMC Office for Greenville County, S.C., in Deed Book 1121 at Pages 262 through 327, inclusive, and survey and plot plan recorded in the RMC Office for Greenville County, S.C., in Plat Book 7-0, at Page 88, as amended by First Amendment to Declaration of Ingleside Horizontal Property Regime recorded in the RMC Office for Greenville County on May 21, 1980 in Deed Book 1126 at Page 148, and as amended by Second Amendment to Declaration of Ingleside Property Regime recorded in the RMC Office for Greenville County on July 22, 1980 in Deed Book 1129 at Pages 633 through 640 inclusive, and as amended by Third Amendment to Declaration of Ingleside Horizontal Property Regime recorded in the RMC Office for Greenville County, on January 30, 1981, in Deed Book 1141 at Page 753 and as amended by Fourth Amendment to Declaration of Ingleside Horizontal Property Regime recorded in the RMC Office for Greenville County on May 5, 1981 in Deed Book 1147 at Page 476.

THIS being the same property conveyed to the mortgagor herein by deed of Ingleside, Inc. as recorded in Deed Book 1172 at Page 764, in the RMC Office for Greenville County, S.C., on August 26, 1982.

THIS IS A SECOND MORTGAGE



which has the address of 225 Ingleside Condominiums, Greenville, S.C. 29615 (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.

0514

4328-RV-21