

STATE OF SOUTH CAROLINA } FILED
COUNTY OF GREENVILLE } GREENVILLE CO. S.C. MORTGAGE OF REAL ESTATE

APR 27 12 54 PM '83 TO WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. JAMESLEY
R.M.C.

WHEREAS, Franklin C. Skala

(hereinafter referred to as Mortgagor) is well and truly indebted unto Sharonview Federal Credit Union, P. O. Box 32414, Charlotte, NC, 28232,

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Fifteen Thousand and No/100----- Dollars (\$ 15,000.00) due and payable

according to the terms and provisions of the note of even date which this mortgage secures

with interest thereon from date at the rate of 13.50% per centum per annum, to be paid: semi-monthly.

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the northeastern side of Tiverton Drive, 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 Pages 44 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. 65-49 E. 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 same property conveyed to Martha C. Skala and Franklin C. Skala by deed of Piedmont Land Co., Inc., dated February 17, 1976, and recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1031, at Page 746. Subsequently, Martha C. Skala conveyed her one-half (1/2) undivided interest in said property to Franklin C. Skala by her deed dated June 10, 1977, as recorded in the RMC Office for Greenville County in Deed Book 1058, at Page 311.

If all or any part of the property or an interest therein is sold or transferred by borrower without lender's prior written consent, excluding: (a) the creation of a lien or encumbrance subordinate to this mortgage; (b) the creation of a purchase-money security interest for household appliances; (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant; or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, lender may, at lender's option, declare all the sums secured by the mortgage to be immediately due and payable.

The lien of this mortgage is junior and inferior in rank to that first mortgage given to American Federal Savings and Loan Association in the original amount of \$44,000.00 on February 18, 1976, as recorded in the RMC Office for Greenville County, South Carolina, in REM Book 1360, at Page 390.

STATE OF SOUTH CAROLINA
GREENVILLE COUNTY TAX COMMISSION
DOCUMENTARY
STAMP
TAX \$ 06.00
APR 27 1983

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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