

FILLED
GREENVILLE CO. S. C.

APR 1 11 46 AM '77
DONNIE S. TANKERSLEY
R.H.C.

MORTGAGE

BOOK 1393 PAGE 433

THIS MORTGAGE is made this 31st day of March, 1977, between the Mortgagor, James R. Skelton and Alice W. Skelton (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings & Loan Association, a corporation organized and existing under the laws of United States of America whose address is 1500 Hampton Street Columbia, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifteen Thousand and 00/100 (\$15,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated March 31, 1977 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 1, 2007.

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 piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as Lot 70 on a plat of North Park Subdivision, which plat is of record in the RMC Office for Greenville County in Plat Book K-49, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on Gallivan Avenue, joint front corner of Lots 70 and 71; running thence along line of Lot 71, N. 19-46 E. 192.4 feet to an iron pin in line of Lot 67; thence N. 68-34 W. 60 feet to an iron pin, corner of Lots 66, 67, 69 and 70; thence along line of Lot 69, S. 19-46 W. 189.2 feet to the beginning corner.

This being the same property conveyed to the Mortgagors herein by Deed of Betty Jean Phillips, which Deed is to be recorded in the RMC Office for Greenville County herewith.

The Mortgagee's mailing address is 1500 Hampton Street, Columbia, S. C.



which has the address of 23 Gallivan Avenue, Greenville, S. C. 29609 (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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