

GREENVILLE CO. S. C.
OCT 27 4 47 PM '80
DONNIE S. TANKERSLEY
R.M.C.

REC-1522 1000

MORTGAGE (Construction—Permanent)

THIS MORTGAGE is made this 24th day of October, 1980, between the Mortgagor, Anthony J. Skatell and Helen A. Skatell; (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings and Loan Association, a corporation organized and existing under the laws of the 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 Eighty Thousand and 00/100 -- (\$80,000.00) Dollars or so much thereof as may be advanced, which indebtedness is evidenced by Borrower's note dated October 24, 1980, (herein "Note"), providing for monthly installments of interest before the amortization commencement date and for monthly installments of principal and interest thereafter, 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, (b) the performance of the covenants and agreements of Borrower contained in a Construction Loan Agreement between Lender and Borrower dated October 24, 1980, (herein "Loan Agreement") as provided in paragraph 24 hereof, and (c) 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 all buildings and improvements thereon, or to be hereafter constructed thereon, situate, lying and being in the County of Greenville, State of South Carolina, on the eastern side of Pebble Creek Way, and being known and designated as Lot No. 12 according to a plat of PebbleCreek Subdivision, Phase IV, Section 11, prepared by Freeland & Associates dated July, 1979, and recorded in the R.M.C. Office for Greenville County, S. C. in Plat Book 7-C at Page 47, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Pebble Creek Way at the joint front corner of Lots 11 and 12, and running thence along the common line of said lots, N. 77-23 E. 160.50 feet to an iron pin; thence along the line of the Pebble Creek Golf Course, S. 00-00 W. 103.74 feet to an iron pin at the joint rear corner of Lots 12 and 13; thence along the common line of said lots, S. 83-58 W. 142.34 feet to an iron pin on the eastern side of Pebble Creek Way; thence along the eastern side of Pebble Creek Way, N. 10-12 W. 85.0 feet to an iron pin at the point of beginning.

The above described property is the same acquired by the Mortgagors by deed from Pebblepart, Ltd., recorded June 25, 1980 in the Greenville County R.M.C. Office in Deed Volume 1128 at Page 152.

South Carolina Federal Savings & Loan Association
115 E. Camperdown Way
Greenville, S. C. 29602

Derivation:

which has the address of Lot 12, Pebble Creek Way Greenville
[Street] [City]
S. C. (herein "Property Address");
[State and Zip Code]

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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