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ANKERSLEY MORTGAGE

BOOK 1537 PAGE 597

THIS MORTGAGE is made this 2nd day of April 1981 between the Mortgagor, Gerard R. Sladek and Deborah S. Sladek, (herein "Borrower"), and the Mortgagee, Home Savings and Loan Association of the Piedmont, a corporation organized and existing under the laws of South Carolina, whose address is 208 East First Avenue, Easley, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ Ten Thousand and No/100--- which indebtedness is evidenced by Borrower's note dated April 2nd, 1981 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on

TO SECURE to Lender 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, 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 in Greenville County, South Carolina, said lot of land lying on the Western side of West Monticello Road and being designated as Lot No. 2 on that certain plat of Monticello Estates made by James R. Freeland, R.L.S., dated January 4, 1970, recorded in the RMC Office of Greenville County, S. C. in Plat Book 7-U at Page 70, and as shown on re-survey thereof made by James R. Freeland, R.L.S., dated January 12, 1981, recorded in the RMC Office, Greenville County, S. C. in Plat Book 8-L at Page 21, and being more particularly described on said plat last above mentioned as follows: BEGINNING at the Northeastern corner of Lot No. 2, said corner being the common corner of Lot No. 2., and Lot No. 1 lying on the Western side of West Monticello Road and running thence along the Western side of said road S. 10-30 W. 180.2 feet to a corner; thence N. 79-30 W. 192.6 feet to a corner lying on the Eastern side of Saluda River; thence along the following tie-in course: N. 12-53 E. 180.4 feet to a corner; thence S. 79-30 E. 185.1 feet to the point of beginning; said lot being bounded on the North by Lot No. 1 on said plat, on the East by West Monticello Road, on the South by Lot No. 3 on said plat, and on the West by Saluda River; and being the same lot of land conveyed unto mortgagors herein by Deed of N. Keith Brown, dated January 15, 1981, recorded in the RMC Office, Greenville County, S. C. in Volume 1141 at Page 495.

This being a second Mortgage on the above described lot of land, the first mortgage thereon having been given by Gerard R. Sladek and Deborah S. Sladek to Home Savings and Loan Association of the Piedmont, dated January 15, 1981, recorded in the Office of the Clerk of Court, Greenville County, S. C. in Volume 1530 at Page 927.

which has the address of Lot #2, Monticello Estates Piedmont South Carolina 29673 (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 and rents, all of which 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 hereinafter 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, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.
2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and

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