

GREENVILLE, S.C.
JUN 20 4 14 PM '83
DONNIE R.M.C. CHOLEY

89-1612-191

MORTGAGE

THIS MORTGAGE is made this 20th day of June 1983, between the Mortgagor, James M. Sikora (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").

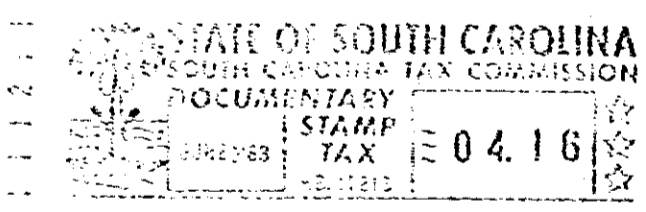
WHEREAS, Borrower is indebted to Lender in the principal sum of Ten Thousand Three Hundred Fifty and no/100 (\$10,350.00) Dollars, which indebtedness is evidenced by Borrower's note dated June 20, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 1, 1988;

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 lot of land situate, lying and being in the County of Greenville, State of South Carolina, and being known and designated as Lot No. 53 of Oak Hollow Subdivision, Section No. 3, and being shown on a plat prepared by Freeland & Associates, dated June 17, 1983, and entitled "Oak Hollow, Sec. 3, Lot 53, Property of James M. Sikora", said plat being recorded in the RMC Office for Greenville County, S.C., in Plat Book 9-4, at page 43, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the northeastern side of Overlook Drive, said point being at the joint front corner of Lots Nos. 52 and 53, and running with the common line of Lots Nos. 52 and 53, N.28-35E., 306.5 feet to a point, said point being the joint rear corner of Lots Nos. 52 and 53; thence turning and running N.62-47W., 200 feet to a point, said point being the joint rear corner of Lots Nos. 53 and 54; thence turning and running with the common line of Lots Nos. 53 and 54, S.23-15W., 269.9 feet to a point on the cul-de-sac of Overlook Drive, said point being at the joint front corner of Lots Nos. 53 and 54; thence running with the cul-de-sac of Overlook Drive, (a traverse line of which is S.31-41E., 68.9 feet) to a point; thence turning and running with the edge of Overlook Drive, S.62-00E., 115.0 feet to a point, said point being the point of beginning.

This being the same property conveyed to the mortgagor herein by deed of the mortgagee. Said deed to be recorded herewith.



which has the address of Lot 53, Overlook Court, Oak Hollow Sec. 3 Greenville County, South Carolina (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.

1610

4328-102