

FILED
MAR 31 2 40 PM '80
SOUTH CAROLINA
H.C. WEMBERSLEY

MORTGAGE

THIS MORTGAGE is made this 31st day of March, 1980, between the Mortgagor, Donald C. Kafka and Jayne M. Kafka (herein "Borrower"), and the Mortgagee, UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF FOUNTAIN INN, a corporation organized and existing under the laws of the United States of America, whose address is 201 Trade Street, Fountain Inn, S. C. 29644 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-Four Thousand Four Hundred and 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated March 31, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 1, 2010.

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 State of South Carolina, County of Greenville, Town of Simpsonville, being known and designated as Lot 81 on plat of Wemberly Way, Section II, prepared by Campbell and Clarkson, Surveyors, dated June 17, 1974, and recorded in the RMC Office for Greenville County in Plat Book 7C, Page 39, and having, according to a more recent survey prepared by T. H. Walker, Jr., entitled Donald C. & Jayne M. Kafka, dated March 26, 1980, and recorded in the Greenville County RMC Office in Plat Book 2-w, Page 63, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northeast side of Windsor Street, said point being the joint front corner of Lots 81 and 82 and proceeding N. 77-33 W. 110.0 feet to an iron pin, joint front corner of Lots 81 and 83; thence proceeding N. 14-44 E. 166.9 feet to an iron pin, being the joint rear corner of Lots 83 and 81; thence turning and running S. 75-34 E. 110 feet to an iron pin, joint rear corner of Lots 81 and 82; thence turning and running S. 14-46 W. 163.1 feet to the point and place of BEGINNING.

Grantor James A. Griffith recorded as of same date

which has the address of 108 Windsor Street, Simpsonville, S.C. (Street) (City) 29681 (State and Zip Code) (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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