

GREENVILLE 0018

BOOK 1431 PAGE 579

# MORTGAGE

THIS MORTGAGE is made this 30th day of November, 1978, between the Mortgagor, Richard E. Ballenger and Sandra L. Ballenger (herein "Borrower"), and the Mortgagee, Carolina Federal Savings & Loan Association, a corporation organized and existing under the laws of South Carolina, whose address is P. O. Box 10148, Greenville, S. C. 29603 (herein "Lender").

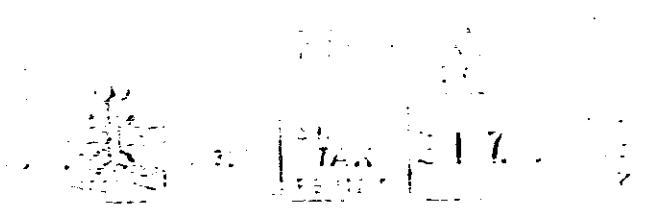
WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-Three Thousand, Two Hundred & no/100 Dollars, which indebtedness is evidenced by Borrower's note dated November 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 1, 2008.

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: shown and designated as Lot No. 15, on plat of Fontana Forest, recorded in the R.M.C. Office for Greenville County in Plat Book YY, at page 171, and having according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the Northwesterly side of Tamarack Trail at the joint front corner of Lots 15 and 16 and running thence with the joint line of said lots, N. 50-04 W., 228.2 feet to an iron pin at the joint rear of said lots; thence S. 72-23 W., 40 feet to an iron pin; thence S. 0-25 E., 210.8 feet to an iron pin at the joint rear corner of Lots Nos. 14 and 15; thence with the joint line of said lots, N. 89-35E., 175 feet to an iron pin on Tamarack Trail; thence with Tamarack Trail on a curve, the chord of which is: N. 22-57 E., 83.6 feet to an iron pin, the point of beginning.

This conveyance is subject to utility easements, rights of way of record and particularly to a power line easement over the rear portion of said lot and to all other restrictions as recorded against said subdivision and as shown on the plat.

This being the same property conveyed to Sandra L. Ballenger and Richard E. Ballenger by deed from Robert A. Strack and Constance L. Strack, recorded in the R.M.C. Office for Greenville County, S. C. in Deed Book 1092 at Page 761 and being recorded the 30 day of November, 1978.



which has the address of 51 Tamarack Trail, Fontana Forest Subdivision, Greenville, 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.

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