

REC'D S.C.  
AUG 29 1979  
MRS. S. S. RASLEY

1400 419

# MORTGAGE

THIS MORTGAGE is made this 29th day of August, 1979, between the Mortgagor, Robert M. Ballinger and Martha B. Ballinger (herein "Borrower"), and the Mortgagee, Carolina Federal Savings and Loan Association, a corporation organized and existing under the laws of South Carolina, whose address is 500 East Washington Street, Greenville, S. C. 29601 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Seventy-five Thousand and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated August 29, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on November 1, 2004.

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 piece, parcel or lot of land with all buildings and improvements thereon, situate, lying and being on the northerly side of East Washington Street (formerly Washington Road) being known and designated as Lots Nos. 2 and 3 as shown on a plat entitled PROPERTY OF PRIDE AND PATTON dated November 12, 1908 recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book A at Page 442 and having according to a more recent survey thereof entitled PROPERTY OF ROBERT M. BALLINGER AND MARTHA B. BALLINGER made by Freeland and Associates dated August 23, 1979 the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northerly side of East Washington Street at the joint front corner of lots nos. 1 and 2 and running thence along the common line of said lots, N. 15-00 W. 211.98 feet to an iron pin on the southern side of an alley ten feet in width; thence along said alley, N. 69-25 E. 141.33 feet to an iron pin at the joint rear corner of lots nos. 3 and 4; thence along the common line of said lots, S. 15-22 E. 211.30 feet to an iron pin on the northern side of Washington Street; thence along the northern side of Washington Street, S. 69-25 W. 150.2 feet to an iron pin, the point of beginning.

The above property is the same property conveyed to the mortgagors by deed of Washington House Associates, a limited partnership, to be recorded herewith.

RECORDED IN PLAT BOOK A  
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which has the address of 1007 East Washington Street, Greenville, S. C. 29601 (herein "Property Address");  
(Street) (City) (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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