

FILED  
GREENVILLE CO. S. C.

NOV 16 11 40 AM '79

# MORTGAGE

THIS MORTGAGE is made this 16th day of NOVEMBER 1979, between the Mortgagor, MICHAEL G. MACALKA AND JOAN T. MACALKA (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings & Loan Association, a corporation organized and existing under the laws of United States of America, whose address is 1500 Hampton Street, Columbia, South Carolina, (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of FIFTY FIVE THOUSAND THREE HUNDRED AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated NOVEMBER 16, 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 DECEMBER 1, 2009

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 City of Mauldin, County of Greenville, State of South Carolina and being known and designated as Lot No. 89 on a Plat of Forrester Woods, Section Two recorded in the RMC Office for Greenville County, South Carolina in Plat Book 4X at Page 64 and having, according to said plat the following metes and bounds, to-wit:

BEGINNING at a point on the southern side of Pine Straw Way at the joint front corner of Lots Nos. 89 and 90 and running thence S. 11-53 W. 150.1 feet to a point; thence running N. 81-45 W. 101.5 feet to a point; thence running N. 7-58 E. 149.9 feet to a point; thence running with Pine Straw Way S. 81-45 E. 110.0 feet to the point of beginning.

Derivation: Deed Book 1115, Page 967 - James E. Easley and Elizabeth S. Easley 11/16/79



which has the address of 103 Pine Straw Way, Forrester Woods, Greenville S. C. 29607 (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 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.

3  
4  
5  
0

4328 RV-2