



44639

MORTGAGE

THIS MORTGAGE is made this 25th day of May 1981 between the Mortgagor, Robert M. Ballinger and Martha B. Ballinger (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Five thousand, two hundred, thirty-one and 12/100 Dollars, which indebtedness is evidenced by Borrower's note dated May 25, 1981 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 27, 1981.

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 southwestern side of Bristol Drive in Greenville County, South Carolina being known and designated as a portion of lot no. 30 shown on a plat entitled proeprty of Palmetto Developers, Inc. made by Dalton & Neves, dated October, 1957, recorded in the RMC Office for Greenville County, South Carolina in Plat Book KK at page 131 and having the following metes and bounds, to-wit:

Beginning at an iron pin on the southwestern side of Bristol Drive at the joint front corner of lots nos. 30 and 31 and running thence along the common line of said lots, S. 58-28 W. 95 feet to an iron pin; thence along the common line of lots nos. 30 and 32, S. 4-37 E. 57.5 feet to an iron pin at the joint corner of lots nos. 30, 32 and 28; thence along the common lint of lots nos. 30 and 28, S. 43-12 E. 17.02 feet to an iron pin; thence along a new line through lot no. 30, N. 56-28 E. 117.34 feet to an iron pin on the southwestern side of Bristol Drive; thence along the southwestern side of Bristol Drive, N. 31-32 W. 63.8 feet to an iron pin, the point of beginning.

The above property is a protion of the same property conveyed to the grantor by deed of Jack D. Patterson recorded July 11, 1975 in deed book 1022 at page 59 and is hereby conveyed subject to all rights of way, easements, conditions, public roads and restrictive covenants reserved on plats and other instruments of public record and actually existing on the ground affecting said property.

The grantees agree and assume to pay Greenville County property taxes for the tax year 1979 and subsequent years.

This is the same property conveyed by deed of Ann N. Patterson unto Robert M. Ballinger and Martha B. Ballinger, dated 7/27/79, recorded 7/30/79 in volume 1108 at page 112 of the RMC Office for Greenville County, SC.

which has the address of Plat lot 30, Bristol Drive, (Street) (City) (herein "Property Address"); (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 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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