



MORTGAGE

BOOK 1571 PAGE 701

THIS MORTGAGE is made this 17th day of May 1982 between the Mortgagor, Argel F. Ballenger (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of thirty-eight thousand, two hundred, thirty-four and 40/100 Dollars, which indebtedness is evidenced by Borrower's note dated May 17, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 2, 1992.

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 lot of land lying in the State of South Carolina, County of Greenville, in the Town of Mauldin, on the northern side of Bishop Drive and shown as Lot 28 on a plat of Bishop Heights Subdivision, which plat is recorded in the R.M.C. Office for Greenville County in plat book "BBB", page 171, and has, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the northern side of Bishop Drive, at the joint front corner of lots 27 and 28 and running thence with the joint line of said lots, N. 22-59 E., 200 ft. to an iron pin; thence S. 67-01 E., 120 ft. to an iron pin at the joint rear corner of lots 28 and 29; thence with the joint line of said lots, S. 22-59 W., 200 ft. to an iron pin on the northern side of Bishop Drive; thence with the side of said Drive, N. 67-01 W., 120 ft. to an iron pin at the point of beginning.

This is a portion of the property conveyed to the grantor by deed of Marjorie Anders Bishop, recorded in deed book 793, page 83, R.M.C. Office for Greenville County.

As part of the consideration for this conveyance, the grantee herein assumes and agrees to pay the mortgage to Fountain Inn Federal Savings and Loan Association, recorded in R.M.C. Office for Greenville County in mortgage book 1077, page 65, and having a present balance of \$16,000.00.

This being the same property conveyed to Argel F. Ballenger by deed from Leake and Garrett, Inc. recorded in the R.M.C. Office for Greenville County, South Carolina on February 27, 1968 in Deed Book 838, on Page 473, and Dated February 22, 1968.

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which has the address of 412 Bishop Dr., Mauldin, South Carolina, 29662 (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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