

MAR 24 3 22 PM '76 MORTGAGE

BOOK 1363 PAGE 173

DONNIE S. TANKERSLEY
R.M.C.

THIS MORTGAGE is made this 24th day of March 1976, between the Mortgagor, Joseph S. Stall and Mary M. Stall (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association of Greenville, S.C., a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-two thousand and no/100- Dollars, which indebtedness is evidenced by Borrower's note dated March 24, 1976 (herein "Note"), providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on April 1, 2006

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 improvements thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in the City of Mauldin, being known and designated as Lot No. 164 on plat of Forrester Woods, Section IV, recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book 4-R, at page 68, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on Royal Oak Road, joint corner of Lots 164 and 165, and running thence along the common line of said lots, N. 51-45 W. 104.3 feet to an iron pin; thence along the common line of Lots 163 and 164, N. 24-46 E. 204.1 feet to an iron pin on Hamby Road; thence with Hamby Road, S. 69-24 E. 120 feet to a point, S. 42-16 E. 55 feet to a point; thence with the curve of the intersection of Hamby Road with Royal Oak Road, S. 8-31 W. 35.1 feet to an iron pin on Royal Oak Road; thence with Royal Oak Road, S. 48-43 W. 200.2 feet to the point of beginning.

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which has the address of Route 6, Royal Oak Road 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.

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