

FILED
GREENVILLE CO. S. C.

SEP 28 4 08 PM '79

BOOK 1482 PAGE 643

MORTGAGE

THIS MORTGAGE is made this 28th day of September,
1979, between the Mortgagor, S. Harold Austell and M. R. Johnson, Jr.,
(herein "Borrower"), and the Mortgagee, First Federal
Savings and Loan Association, 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 ~~TWENTY-TWO THOUSAND~~
~~THREE HUNDRED FIFTY~~ (\$22,350.00) Dollars, which indebtedness is evidenced by Borrower's
note dated September 28, 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 October 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:

Unit No. 13, Balfer Court Condominiums, Horizontal Property Regime,
situate on Balfer Court, in the County of Greenville, State of South
Carolina, as more particularly described in Master Deed and Declaration
of Condominium, dated July 31, 1979, recorded in the R.M.C. Office for
Greenville County, South Carolina, in Deed Book 1108 at page 812 on
August 7, 1979.

The within conveyance is made subject to the reservations, restrictions
and limitations on use of the above described premises and all covenants
and obligations set forth in the aforesaid Master Deed and Declaration
of Condominium, with all amendments thereto, and as set forth in the By-
Laws of Balfer Court Association, Inc., attached thereto as amended and
as the same may hereafter from time to time be amended; all of said
reservations, agreements, obligations, conditions and provisions are
incorporated in the within deed by reference and constitute covenants
running with the land, equitable servitudes and liens to the extent set
forth in said documents and as provided by law, all of which are hereby
accepted by the Mortgagors herein and their heirs, administrators, executors
and assigns.

This is a portion of the property conveyed to the Mortgagors herein by deed
of C. R. Maxwell, dated September 28, 1979, and recorded in the R.M.C.
Office for Greenville County, South Carolina, in Deed Book 1112 at page
613, on September 28, 1979.

which has the address of 13 Balfer Court Greenville,
(Street) (City)

South Carolina 29615 (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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