

FILED  
GREENVILLE S.C.  
SEP 25 11 04 AM '80  
DONN WATERSLEY  
RMC

1917-978

## MORTGAGE

THIS MORTGAGE is made this 26th day of September,  
19 80, between the Mortgagor, R. Craig Joy and Janice R. Joy  
(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").

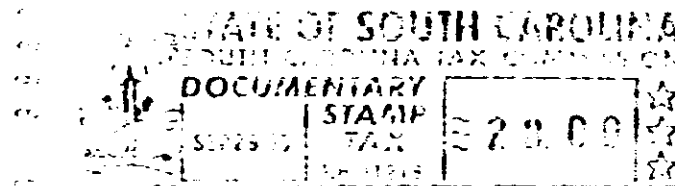
WHEREAS, Borrower is indebted to Lender in the principal sum of Seventy Thousand and  
No/100 (\$70,000.00) Dollars, which indebtedness is evidenced by Borrower's  
note dated September 26, 1980, (herein "Note"), providing for monthly installments of principal  
and interest, with the balance of the indebtedness, if not sooner paid, due and payable on Octo-  
ber 1, 2010.....;

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 situate, lying and being on the  
northeastern side of Birnam Court, in the County of Greenville, State  
of South Carolina, being shown and designated as Lot No. 5 on a plat  
of BIRNAM WOODS, made by R. B. Bruce, RLS, 4/19/73, recorded in the  
RMC Office for Greenville County, S.C., in Plat Book 5-D, at Page 56,  
and having, according to said plat, the following metes and bounds,  
to-wit:

BEGINNING at a point on the southeastern side of an unnamed street at  
the joint corner of Lot 5 and property of Mountain Brook Subdivision,  
and running thence along the common line of said Lot 5 with Mountain  
Brook Subdivision S. 8-02 E. 175 feet to an iron pin; thence along the  
common line of Lots 4 and 5, S. 80-17 W. 204.3 feet to an iron pin on  
the northeastern side of Birnam Court; thence along said Birnam Court  
N. 8-28 W. 110 feet to an iron pin; thence N. 5-36 W. 16 feet to an  
iron pin; thence following the curve of the intersection of Birnam  
Court with the unnamed street, the chord of which is N. 34-0 E., 38.5  
feet to an iron pin; thence along the said unnamed street N. 73-36 E.  
181.3 feet to the point of beginning.

This being the same property conveyed to the mortgagors herein by deed  
of Jimmy L. Stephens and Deborah G. Stephens, to be executed and re-  
corded of even date herewith.



which has the address of 14 Birnam Court, Greenville  
(Street) (City)  
S. C. 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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