

GREENVILLE CO. S. C.

MAR 2 3 21 PM '79

DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

VOL 1458 PAGE 819
Mail to:
Family Federal Savings & Loan Assn.
Drawer L
Greer, S.C. 29651

RECORDED
350 M

THIS MORTGAGE is made this 2nd day of March 1979, between the Mortgagor, James S. Zoller and Harold W. Zoller Savings & Loan Association (herein "Borrower"), and the Mortgagee, Family Federal Savings & Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 713 Wade Hampton Blvd. Greer, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty-Two Thousand and No/100 (\$52,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated March 2, 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 March 1, 1994

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:

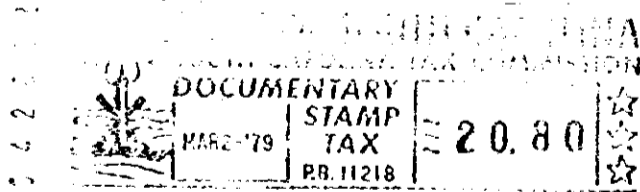
ALL that piece, parcel or lot of land situate, lying and being in the City of Greenville, Greenville County, S. C., being located at the south-east corner of West Stone Avenue and Townes Street, as shown on plat recorded in the RMC Office for Greenville County in Plats Book I, Page 16, and being more particularly described as follows:

BEGINNING at an iron pin at the southeast corner of West Stone Avenue and Townes Street and running thence with Townes Street S 20 W 84.3 feet to a point; thence along a common driveway, hereinafter described, S 70-30 E 74 feet to a point; thence N 5-30 E 99.4 feet to an iron pin on the south side of West Stone Avenue; thence with West Stone Avenue N 84-30 W 51 feet to the beginning corner.

The common driveway hereinabove referred to is used by the mortgagors in common with Mrs. M.C. Sanders, her heirs and assigns, as a common driveway or alleyway for the use and benefit of the lot hereinabove described, which adjoins said driveway on the north, and also for the benefit of Mrs. M.C. Sanders, her heirs and assigns, for other property which adjoins said driveway on the south and east. Said driveway being 20 feet in width and being more particularly described as follows:

BEGINNING at a point on the east side of Townes Street, which point is 84.3 feet S 20 W from an iron pin at the southeast corner of West Stone Avenue and Townes Street, and running thence S 70-30 E 74 feet to a point; thence S 5-30 W 20.8 feet to a point; thence N 70-30 W 78 1/4 feet, more or less, to a point on the east side of Townes Street; thence with said street N 20 E 20 feet to the beginning corner.

This being the same property conveyed to the mortgagors by deed of Carl C. Proser and Helen P. Proser recorded on August 4, 1978, in the RMC Office for Greenville County, S.C., in Deeds Book 1084, Page 718.



which has the address of 19 West Stone Avenue, Greenville, S. C. 29601 (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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