

FILED
SOUTH CAROLINA CO. S. C.

BOOK 74 PAGE 814
2004 1480 PAGE 770

SEP 14 4 25 PM '79

MORTGAGE

GONN BANKERSLEY
A.M.C.

THIS MORTGAGE is made this 14th day of September 1979, between the Mortgagor, John O. Allen, Jr. and Susan L. Allen (herein "Borrower"), and the Mortgagee, Bankers Trust of South Carolina, a corporation organized and existing under the laws of South Carolina, whose address is P. O. Box 608, Greenville, South Carolina (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of Forty-Seven Thousand Two Hundred and 00/100ths Dollars, which indebtedness is evidenced by Borrower's Note dated September 14, 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, 2004

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 southern side of Westview Avenue, in the City of Greenville, County of Greenville, State of South Carolina, and known and designated as Lot No. 17 of a plat of Section II, Lost Valley Subdivision, plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book 5-P at Page 36, and having according to a more recent plat entitled "Property of John O. Allen, Jr. and Susan L. Allen" dated September 4, 1979, prepared by Freeland & Associates, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Westview Avenue at the joint front corner of lot herein conveyed and a recreational area, and running thence S. 0-21 W. 112.1 feet to an iron pin; running thence N. 89-25 W. 96.6 feet to an iron pin at the joint rear corner of Lots Nos. 17 and 18; thence with the line of Lot No. 18, N. 14-48 E. 115.6 feet to an iron pin on the southern side of Westview Avenue; thence with the southern side of Westview Avenue, which line is curved, the chord of which is S. 67-08 E. 34.7 feet to an iron pin; thence continuing with said Avenue, which line is curved, the chord of which is N. 70-15 E. 38 feet to the point of beginning.

This is the identical property conveyed to the mortgagors herein by deed of D. Richard Martin and Jerri L. Martin dated September 14, 1979, and recorded in the R.M.C. Office for Greenville County in Deed Book 7-N at Page 49.

And it is agreed between the parties hereto that in the event the property embraced by this mortgage is sold or otherwise conveyed by the mortgagors prior to the time that the lien created hereby is fully satisfied, or if the title to such property shall become vested in any other person or entity in any manner whatsoever other than because of the death of the mortgagor, then and in such event the remaining principal balance secured by this mortgage, together with all accrued interest, shall at once become due and payable, at the option of the legal holder hereof. (continued on attached sheet)

which has the address of 84 Westview Court, Greenville, South Carolina (Street) (City)
(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 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 defects, encumbrances or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

SOUTH CAROLINA - 1-15-47-1-15-75 - ENVA ENLUD ENFORM INSTRUMENT

10810822
0-007

PAID IN FULL THIS 18TH DAY OF JUNE, 1981
BANKERS TRUST OF SOUTH CAROLINA
IAN S. WALKER
SR. VICE PRES.

WITNESS: Rebecca K. Daniels

4328 RV-2