GREENVILLE CO.S.C.

MORTGAGE

THIS MORTGAGE is made as of the 29th day of March

19.78, between the Mortgagor, William D. Allen and wife, Norma J. Allen

(herein "Borrower"), and the Mortgagee, Carolina

Telco Credit Union, Charlotte, North Carolina, a corporation organized and existing

under the laws of the State of North Carolina, whose address is 200 South Tryon

Street, Charlotte, North Carolina, 28202 (herein "Lender").

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 certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, known and designated as the larger portion of Lots 170 and 171, Section III, Westcliffe Subdivision, on plat made by Piedmont Engineering Company, dated December 11, 1963, revised September 24, 1965, recorded in the RMC Office for Greenville County, S. C., in Plat Book JJJ, pages 72-75, and now designated as Lot Nos. 170 and 171 on a revised plat made by Jones Engineering Service, dated July 10, 1970, recorded in Plat Book 4-E, page 113, reference to said plat being craved for a metes and bounds description thereot and being the same property conveyed to Betty H. Bayne by deed of M. G. Proffitt, Inc. dated July 30, 1976, and recorded August 2, 1976, in Deed Book 1040, page 562.

113/10

BEING the same property conveyed to William D. Allen and wife, Norma J. Allen from Betty H. Bayne by deed duly recorded in the R.M.C. Office of the King Court for Greenville County, South Carolina. in Deed Book 1076 at Page 688 even date herewith.

GCTO

The above described property

S, C, 29611 (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.

4.00CI

SOUTH CAROLINA -- 1 to 4 Family: 6:75 FHMA/FHLMC UNIFORM INSTRUMENT 59158 Rev. 10/75

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