

FILED  
GREENVILLE CO. S.C.

**MORTGAGE**

Vol. 1173 - 380

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THIS MORTGAGE is made this 23rd day of March 1984, between the Mortgagor, James Steven Allison (herein "Borrower"), and the Mortgagee, POINSETT FEDERAL SAVINGS AND LOAN ASSOCIATION of Travelers Rest, a corporation organized and existing under the laws of South Carolina, whose address is 203 State Park Road, Travelers Rest, S. C. 29690 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Ten Thousand and No/100-- (\$10,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated March 23, 1984 (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 certain piece, parcel or lot of land, lying, being and situate in Paris Mountain Township, Greenville County, South Carolina, being more particularly described according to a plat entitled "Property of James Steven Allison", prepared by Gould and Assoc., Surveyors, dated May 21st, 1977, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 6-F, at Page 23, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on a rock in a rock ford where Mountain Creek crosses an old road, which point is the joint corner of property of mortgagor, Mountain Creek Baptist Church, and Roy Holder, and running thence up said Mountain Creek as follows: N. 81-30 W. 68.2 feet to a point in the center of said creek; thence, N. 80-17 W. 120.4 feet to a point in the center of said creek; thence, N. 65-32 W. 85.2 feet to an iron pin; thence, N. 4-16 E. 200 feet to an iron pin; thence, S. 83-13 E. 285.4 feet to an iron pin in the center of the aforementioned old road bed; thence with the center of said road bed, S. 8-30 W. 234.0 feet to a point on a rock, the point of beginning, and containing 1.43 acres.

ALSO: ALL that certain piece, parcel or lot of land lying, being and situate in Paris Mountain Township, County of Greenville, State of South Carolina, and being more particularly described as follows:

BEGINNING at an iron pin on the South side of Mountain Creek Road and running thence, S. 8-30 W. 660.3 feet to an iron pin; thence, N. 83-13 W. 50 feet to a stake; thence, N. 8-30 E. 600 feet more or less to a point on the South side of Mountain Creek Road; thence with said road as the line, 50 feet to the point of beginning.

This is the same property conveyed to James Steven Allison by Joe S. Allison, which deeds are recorded in the RMC Office for Greenville County, S.C., in Deed Books 1058, at Page 732 and 1062, at Page 169, which deeds are dated June 15, 1977, and August 5, 1977, respectively.

The lien of this mortgage is junior and inferior to the lien of that mortgage given by the mortgagor herein to Travelers Rest Federal Savings & Loan Association (now Poinsett Federal Savings & Loan Association) on September 19, 1977, in the amount of \$35,000.00 as recorded in REM Book 1412, at Page 387, of the RMC Office for Greenville County, S.C. which has the address of Route 5, Mountain Creek Road, Greenville

(Street) (City)  
..... S.C. 29609 (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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