

DOCUMENTARY STAMP TAX \$17.00

GREENVILLE, S. C. MORTGAGE FILED SEP 26 3 07 PM '80

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THIS MORTGAGE is made this 26th September 1980, between the Mortgagor, JAMES R. ALLEN (herein "Borrower"), and the Mortgagee, SOUTHERN BANK AND TRUST COMPANY OF GREENVILLE, SOUTH CAROLINA a corporation organized and existing under the laws of Greenville, South Carolina 29602, whose address is P. O. Box 1329, Greenville, South Carolina 29602. (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-Four Thousand and 00/100 (\$44,000.00) 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 September 26, 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 certain piece, parcel, or lot of land situate, lying and being on the southeastern side of Rising Sun Court, near the City of Greenville, in the County of Greenville, State of South Carolina and known and designated as Lot No. 29, Section II, of a subdivision known as The Meadows, plat of which is recorded in the RMC Office for Greenville County in Plat Book 5-P at Page 75, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Rising Sun Court, at the joint front corner of Lots Nos. 28 and 29 and running thence S. 43-49 E., 166.4 feet to an iron pin; thence S. 5-41 W., 45.5 feet to an iron pin; running thence N. 65-48 W., 60 feet to an iron pin at the joint rear corner of Lots Nos. 29 and 30; running thence with the joint line of said lots N. 39-36 W., 164.1 feet to an iron pin on the southeastern side of Rising Sun Court; running thence with the southeastern side of said Court N. 37-31 E., 80 feet to an iron pin, the point of beginning.

This is the same property conveyed to Mortgagor herein by deed of Cloha Varney dated September 26, 1980, to be recorded herewith.

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 Mortgagor 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.

It is further agreed that if James R. Allen shall cease to be an employee of Southern Bank and Trust Company, or a subsidiary, for any reason other than death, 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.

which has the address of 6 Rising Sun Court Taylors (Street) (City) South Carolina 29687 (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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