

FILED
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SOUTH CAROLINA

REC: 1495 397

MORTGAGE

THIS MORTGAGE is made this 11th day of February, 1980, between the Mortgagor, JAMES L. BANKS, III (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings & Loan Association, a corporation organized and existing under the laws of United States of America, whose address is 1500 Hamptor. Street, Columbia, South Carolina, (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fourteen Thousand Four Hundred. Forty. Five. and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated February 11, 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 March 1, 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 piece, parcel or tract of land situate, lying and being on the southeastern corner of the intersection of Robinson and Randall Streets in the City of Greenville, County of Greenville, State of South Carolina, being shown and designated as the western portion of Lots No. 1, 2, and 3 on Plat of Property of T. C. Stone prepared by Dalton & Neves, Engineers, dated December 1928, recorded in the RMC Office for Greenville County, S.C. in Plat Book "G", at page 222, and having according to a more recent plat prepared by Freeland & Associates, Engineers, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the southeastern corner of the intersection of Robinson and Randall Streets and running thence with Robinson Street S. 1-41 W. 160.1 feet to a pin; thence along the joint line of Lots Nos. 3 and 4 S. 85-13 E. 45 feet to a pin; thence with a line through Lots Nos. 1, 2, and 3 N. 3-45 E. 159.7 feet to a pin on Randall Street; thence with Randall Street N. 83-13 W. 51 feet to the beginning corner.

Being the same property conveyed to James L. Banks/by deed of Craig L. Forthman and Donna Forthman to be recorded herewith.

STATE OF SOUTH CAROLINA
DOCUMENTARY STAMP
FEB 12 1980

which has the address of 227 Randall Street Greenville, S. C. 29609 (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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