

GREENVILLE S.C.
JUL 22 47 PH '81
JONNIE S. TANKERSLEY
R.M.C.

GREENVILLE CO. S.C.
FILED
JUL 22 47 PH '81
MORTGAGE
JONNIE S. TANKERSLEY
R.M.C.

1517 602
1545 619

THIS MORTGAGE is made this 26th day of June 1981, between the Mortgagor, John S. Poole and Lynne W. Poole (herein "Borrower"), and the Mortgagee, BANKERS TRUST OF S.C. (BANKERS MORTGAGE CORPORATION), a corporation organized and existing under the laws of South Carolina, whose address is P.O. Drawer E-20, Florence, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty Thousand and 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated June 26, 1981 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July, 2011;

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 in the County of Greenville, State of South Carolina, on the southerly side of Sweetbriar Road, being shown and designated as Lot No. 3 on a plat of Section II, Lake Forest Heights, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book KK at Page 105, reference to which is hereby craved for a metes and bounds description.

Being the same property conveyed to the Mortgagors herein by deed from David H. Wilson and Martha C. Wilson, recorded of even date 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 John S. Poole shall cease to be an employee of Bankers Trust of South Carolina, 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."

This mortgage is being re-recorded for the purpose of inserting a corporation organized and existing under the laws of South Carolina

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP
16.00

which has the address of 104 Sweetbriar, Greenville (Street) (City) South Carolina (State and Zip Code) (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.

0603

4328 RV-2

1022 1522