

GRANDED FILED  
S. C.  
AUG 21 AM '79  
R.M.C. BERSLEY

### MORTGAGE (Construction—Permanent)

THIS MORTGAGE is made this 10th day of August, 19 79, between the Mortgagor, Long, Poore & Bailey, A General Partnership, (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 1500 Hampton Street, Columbia, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-two Thousand Four Hundred and no/100 Dollars or so much thereof as may be advanced, which indebtedness is evidenced by Borrower's note dated August 10, 1979, (herein "Note"), providing for monthly installments of interest before the amortization commencement date and for monthly installments of principal and interest thereafter, with the balance of the indebtedness, if not sooner paid, due and payable on April 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, (b) the performance of the covenants and agreements of Borrower contained in a Construction Loan Agreement between Lender and Borrower dated August 10, 1979, 1979, (herein "Loan Agreement") as provided in paragraph 24 hereof, and (c) 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, with all improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, near the Town of Mauldin, and being designated as Lot No. 34 on Revised Plat No. 2 of Verdin Estates subdivision, said plat being prepared by C. O. Riddle and Dated January 11, 1978, and recorded in the R.M.C. Office for Greenville County in Plat Book 6-H at page 48, and according to said plat, having the following metes and bounds, to wit:

BEGINNING at an iron pin on the eastern side of Fernande Drive at the joint corner of Lot 34 and a future street, property of Juster Enterprises, Inc., and running thence N. 75-03 E., 35.35 feet to an iron pin; running thence with the joint line of Lot 34 and a future street, property of Juster Enterprises, Inc., S. 59-57 E., 125 feet to an iron pin at the rear corner of lot 34 and property of Juster Enterprises, Inc.; thence with the rear line of lot 34, S. 30-03 W., 145 feet to an iron pin at the joint rear corner of lots 34 and 35; thence with the joint line of lots 34 and 35, N. 59-57 W., 150 feet to an iron pin at the joint front corner of said lots on Fernande Drive; thence with Fernande Drive, N. 30-03 E., 120 feet to an iron pin, the point of beginning.

The Mortgagee's mailing address is P.O. Box 937, Greenville, S. C.

Derivation: See deed from Juster Enterprises, Inc. dated August 10, 1979 and recorded herewith.

which has the address of Fernande Drive Mauldin,  
[Street] [City]  
S. C. 29662 (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 seized 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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