

RECORDED
S. C.
MAY 15 1980
SPRINGSLEY

MORTGAGE

(Construction)

THIS MORTGAGE is made this 15th day of May, 1980, between the Mortgagor, Williams Street Development Corporation, (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 Seventy-nine thousand six hundred and No/100ths (\$79,600.00)--- Dollars or so much thereof as may be advanced, which indebtedness is evidenced by Borrower's note dated May 15, 1980, (herein "Note"), providing for monthly installments of interest, with the principal indebtedness, if not sooner paid, due and payable on November 1st, 1981.

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 May 15th, 1980, (herein "Loan Agreement") as provided in paragraph 20 hereof, and (c) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 17 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 or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as Lot No. 29 on Plat of Dove Tree Subdivision, prepared by Piedmont Engineers and Architects, dated September 18, 1972 and revised March 29, 1973, recorded in the RMC Office for Greenville County in Plat Book 4-X at Pages 21-23, being described according to said plat and a more recent plat for Williams Street Development Corporation by Carolina Surveyors, dated May 12th, 1980, more particularly, to-wit:

BEGINNING at an iron pin on the cul-de-sac of Rosebay Drive at the joint front corner of Lots 28 and 29 and running thence S. 71-09 E. 109.2 feet to an iron pin; thence with the joint line of Lot No. 26 and No. 29 N. 31-04 E. 179.2 feet to an iron pin; thence N. 52-07 W. 55.0 feet to an iron pin; thence with the common line of Lot 29 and Lot 30 S. 60-55 W. 187.5 feet to an iron pin on Rosebay Drive; thence with the curve of said Drive, the following courses and distances: S. 31-20 E. 30.0 feet; thence S. 6-11 W. 35.0 feet to an iron pin, the point of beginning.

Derivation: This being the same property conveyed to the Mortgagor herein by deed of Caine Company, Inc., dated May 4, 1979 and recorded in the RMC Office for Greenville County in Deed Book 1101 at Page 924 on May 7, 1979, which has the address of _____

SC. Lot No. 29, Dove Tree S/D, Rosebay Drive, Greenville,
(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, all fixtures now or hereafter attached to the property, and all appliances, building materials, and other moveables placed in or upon the property if the same were paid for, or were intended to be paid for, from the proceeds of this loan, 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 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 demand, 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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