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SOUTH CAROLINA  
COLUMBIA  
MAY 23 3 24 PM '80  
MAYERSLEY

BOOK 1503 PAGE 773

## MORTGAGE (Construction—Permanent)

THIS MORTGAGE is made this 23rd day of May,  
19 80, between the Mortgagor, CLAIRE H. STUART,  
(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 Ninety-nine Thousand and  
No/100 (\$99,000.00) Dollars or so much thereof as may be advanced, which  
indebtedness is evidenced by Borrower's note dated May 23, 1980, (herein "Note"),  
providing for monthly installments of interest before the amortization commencement date and for monthly install-  
ments of principal and interest thereafter, with the balance of the indebtedness, if not sooner paid, due and payable  
on December 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 Bor-  
rower dated May 23, 1980, (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 piece, parcel or lot of land situate, lying and being on the  
Northern side of Collins Creek Road, in the City of Greenville, County  
of Greenville, State of South Carolina, being known and designated as  
Lot No. 52 as shown on a plat prepared by C. O. Riddle, Surveyor, dated  
July 30, 1979, entitled "Collins Creek, Section Two", and recorded in  
the R.M.C. Office for Greenville County, South Carolina, in Plat Book  
7-C at page 57, and having, according to said plat and to a more recent  
survey prepared by C. O. Riddle, dated May 16, 1980, entitled "Property  
of Claire H. Stuart", the following metes and bounds:

BEGINNING at an iron pin on the Northern side of Collins Creek Road  
at the joint front corner of Lots Nos. 51 and 52, and running thence  
with the line of Lot No. 51 N. 4-40 W. 250 feet to an iron pin; thence  
S. 74-43 W. 223.54 feet to an iron pin in the line of property now or  
formerly of Babbs Hollow Development Co.; thence with the line of the  
said Babbs Hollow Development Co. property S. 15-17 E. 204.61 feet to  
an iron pin; thence S. 60-17 E. 35.36 feet to an iron pin on the  
Northern side of Collins Creek Road; thence with the Northern side of  
Collins Creek Road N. 80-45 E. 153.36 feet to the point of beginning.

This is the identical property conveyed to the Mortgagor herein by deed  
of Babbs Hollow Development Company, dated November 15, 1979, and recorded  
in the R.M.C. Office for Greenville County, South Carolina, in Deed Book  
1115 at page 759, on November 16, 1979.

Derivation:

which has the address of Lot 52, Collins Creek Greenville  
[Street] [City]  
South Carolina (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 im-  
provements 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 at-  
tached to the property, all of which, including replacements and additions thereto, shall be deemed to be and re-  
main 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 gen-  
erally 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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