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FILED
GREENVILLE S.C.
FEB 17 10 04 AM '83
DONNIE W. HARRISLEY
R.M.C.

BOOK 1595 PAGE 20

MORTGAGE (Construction)

THIS MORTGAGE is made this 15th day of February, 1983, between the Mortgagor, Davidson-Vaughn, a South Carolina 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 Sixty-five thousand, six hundred twenty-five and no/100 Dollars or so much thereof as may be advanced, which indebtedness is evidenced by Borrower's note dated February 15, 1983, (herein "Note"), providing for monthly installments of interest, with the principal indebtedness, if not sooner paid, due and payable on November 1, 1983.

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 February 15, 1983, (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 situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 29 of a Planned Unit Development Subdivision known as Creekside Villas, Phase I according to a plat thereof dated August 2, 1982 prepared by Arbor Engineering Inc. and recorded in the RMC Office for Greenville County in Plat Book 8-P at Page 97 and having such metes and bounds as appears thereon.

This being a portion of the same property conveyed to the Mortgagor herein by deed of Pebblepart, Ltd., dated May 5, 1981 and recorded May 6, 1981 in the RMC Office for Greenville County in Deed Book 1147 at Page 548.

RECORDED IN THE PUBLIC RECORDS OF GREENVILLE COUNTY, SOUTH CAROLINA
ON FEBRUARY 15, 1983
BY DONNIE W. HARRISLEY
R.M.C.

Derivation:

which has the address of Unit 29, Creekside Way, Creekside Villas, Greenville
[Street] [City]
S. C. 29609 (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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