## MORTGAGE

THIS MORTGAGE is made this 29th day of October , 1974 between the Mortgagor, Distinctive Homes, Inc.

(herein "Borrower"), and the Mortgagee, Family Federal Savings & Loan Association a corporation organized and existing under the laws of t

Whereas, Borrower is indebted to Lender in the principal sum of Forty-four thousand and no/100 (\$44,000.00) Dollars, which indebtedness is evidenced by Borrower's note of even date herewith (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 1, 1985

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 piece, parcel or lot of land being known and designated as Lot No. 70 on a plat of Forrester Woods Subdivision, Section 2, prepared by R. B. Bruce, Surveyor, and being duly recorded in the Greenville County RMC Office in Plat Book 4X at Page 64, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the eastern side of Rockbridge Road at the joint corner of Lot Nos. 69 and 70 and running thence N. 72-44 W. 131.6 ft. to an iron pin; thence along the rear line of Lot 70 S. 15-24 W. 111.1 ft. to an iron pin; thence with the joint line of Lot Nos. 70 and 73 N. 72-38 W. 143.45 ft. to an iron pin on the eastern side of Rockbridge Road; thence along the eastern side of Rockbridge Road N. 16-52 E. 110 ft. to an iron pin, the point of beginning.

This conveyance is subject to all easements, restrictions, rights of way, zoning ordinances, maps and plats of record.

This conveyance is also a portion of property conveyed to the grantor by Deed No. 923 at Page 99, Greenville County RMC Office.

The YBH Development Co., Inc., a South Carolina corporation was changed to YB Developers, Inc. by Articles of Amendment filed May 19, 1972, with the Secretary of State of South Carolina.



To Have and to How 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 for the leasehold estate in the event this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby convoyed 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 easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Uniform Covenants, Borrower and Lender covenant and agree as follows:

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<sup>1.</sup> Payment of Principal and Interest. Horrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances regard for this Mortgage.