

2-1977

GREENVILLE CO. S.C.
22 2 14 1978
MORTGAGE

1441 143 928

MORTGAGE (Construction)

THIS MORTGAGE is made this 21st day of August, 1978, between the Mortgagor, Foothills Delta P., Inc., (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 Fifty nine thousand nine hundred & 00/100 Dollars or so much thereof as may be advanced, which indebtedness is evidenced by Borrower's note dated August 21, 1978, (herein "Note"), providing for monthly installments of interest, with the principal indebtedness, if not sooner paid, due and payable on March 1, 1979 1980
FEB.

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 21, 1979, (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:

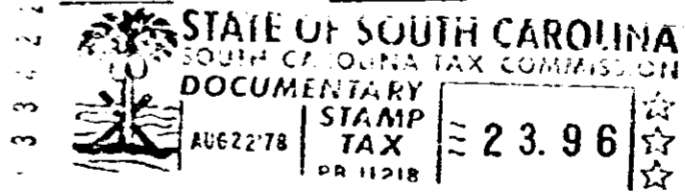
ALL that piece, parcel or lot of land, in Austin Township, Greenville County, South Carolina, being shown and designated as Lot No. 6 on a plat of HOLLY TREE PLANTATION, PHASE NO. II, Section 2, made by Piedmont Engineers and Architects, Surveyors, dated January 10, 1974, recorded in the RMC Office for Greenville County, S.C., in Plat Book 5-D, pages 47 and 48, and having according to said plat the following metes and bounds description.

BEGINNING at an iron pin on the southwestern side of Maple Rock Court, joint front corner of Lots 5 & 6; running thence with joint line of said lots, S. 72-00 W., 209.15 feet to an iron pin, joint rear of said lots; thence with rear of Lot 6, S. 42-36 E., 293.80 feet to an iron pin, joint rear of Lots 6 and 7; thence with joint line of said lots, N. 9-55 E., 166.10 feet to a point on the southwestern side of Maple Rock Court, thence running the following: N. 38-50 W., 30 feet; N. 3-39 W., 30 feet; N. 23-15- E., 16.52 feet; thence N. 16-23 W., 50.79 feet, the point and place of beginning.

This being the same property conveyed to the mortgagor by deed of Holly Tree Plantation, dated August 21, 1978, recorded in the RMC Office for Greenville County, S.C., in Deed Book 1085 at Page 870.

Derivation:

which has the address of _____ [Street] _____ [City]
_____ (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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