

P.O. Box 10148
Greenville S.C. 29603

1610 123450

State of South Carolina, To All Whom These Presents May Concern:

FOOTHILLS DELTA P, INC.

GREENVILLE
JUN 8 10 33 AM '83
DONNIE S. HANLEY
R.M.C.

IN THE STATE AFORESAID, hereinafter called Mortgagor whether one or more, SEND GREETING:

Whereas, the said Mortgagor has borrowed from SECURITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF SOUTH CAROLINA, a corporation chartered under the laws of the United States of America, the sum of **Three Hundred Thirty-five Thousand and No/100**----- Dollars (\$ **335,000.00**), and in order to secure the payment thereof has this day executed to said Association a certain note, or obligation, which is set out as follows:

\$ **335,000.00** Greenville, S.C. June 8 19 83
FOR VALUE RECEIVED, to wit: the sum of **Three Hundred Thirty-five Thousand and No/100**----- Dollars (\$ **335,000.00**).

Foothills Delta P, Inc.

promise to pay to SECURITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF SOUTH CAROLINA, a corporation, its successors or assigns, the sum of **Three Hundred Thirty-five Thousand and No/100**----- Dollars (\$ **335,000.00**), at the offices of the Association in the City of **Greenville**, South Carolina,

from date hereof with interest from date hereof at the rate of **City Bank, N.Y. Prime + 1%** per cent. (**5**) per annum; payable **in monthly interest payments** hereafter until the full principal sum with interest has been paid; unpaid interest to bear interest thereafter at the same rate.

The said **monthly** payments are to continue until the loan evidenced hereby, together with interest, and all taxes, assessments and insurance premiums upon the property pledged, shall be fully paid.

The undersigned hereby agrees to pay when due all insurance premiums, taxes and assessments upon the pledged property, and to keep the same in force in favor of the said Association, and in the event of failure to pay same when due, said Association may pay the same and add such disbursements to the principal debt, which are to bear interest at the same rate.

It is agreed that if at any time any **monthly** payment as above called for shall be past due for a period of one month, or if the undersigned violates any of the covenants contained herein or in the mortgage securing this note, or fails to comply with or abide by the By-Laws, rules or regulations of the Association, or if the construction or repairs for which this loan is made are not completed within **twelve (12)** months from date hereof, or if the borrower, his agents or builder shall fail to make substantial progress on construction or repairs for a period of **six (6)** months, then, at the option of the Association, the whole amount due hereunder shall at once become due and payable and the mortgage or other security for this obligation may be enforced for the payment hereof, together with a reasonable amount as attorney's fees if placed in an attorney's hands for collection.

NOW KNOW ALL MEN, That the said Mortgagor, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said SECURITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF SOUTH CAROLINA according to the terms of the said note; and also, in consideration of the further sum of **Three Dollars** to the said Mortgagor in hand well and truly paid by the said SECURITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF SOUTH CAROLINA at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said SECURITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF SOUTH CAROLINA, its successors and assigns:

ALL those certain pieces, parcels or units, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Units 17, 18, 19, 20, 21, 22, 23 and 24 of HOLLY TOWNE HORIZONTAL PROPERTY REGIME as is more fully described in Master Deed dated December 31, 1980, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1141, at pages 921 through 993, inclusive, and survey and plot plan recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 8-L, at page 37.

This is a portion of the property conveyed to Nelson & Putman Builders, Inc. by deed of James P. McNamara, et al, by deed recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1134, at page 539, on September 30, 1980. By Corporate Resolution, Nelson & Putman Builders, Inc. was merged into and became a part of Foothills Delta P, Inc.

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Mortgagor reserves the right to have released from the lien of this mortgage Units 17, 18, 19, 22, 23 and 24 upon the payments of \$47,500.00 each; and Units 20 and 21 upon the payment of \$50,000.00 each.

STATE OF SOUTH CAROLINA
RECORDS & CLERK
GREENVILLE
JUN 13 1983
STAMP
TAX 134.00

0480

4325-RV-21