

2-1977

FILED
S. C.
FEB 13 1984
R.H.C. SLEY

MORTGAGE
(Construction)

THIS MORTGAGE is made this 10th day of February, 1984, between the Mortgagor, WILLIAMS STREET DEVELOPMENT CORP., (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-Three Thousand Seven Hundred Fifty & No/100 (\$93,750.00) -- Dollars or so much thereof as may be advanced, which indebtedness is evidenced by Borrower's note dated February 10, 1984, (herein "Note"), providing for monthly installments of interest, with the principal indebtedness, if not sooner paid, due and payable on February 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, (b) the performance of the covenants and agreements of Borrower contained in a Construction Loan Agreement between Lender and Borrower dated February 10, 1984, (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 on the Northwestern side of Rosebay Drive, in the County of Greenville, State of South Carolina, being known and designated as Lot No. 43 as shown on plat of Dove Tree dated September 13, 1972, revised March 29, 1973, prepared by Piedmont Engineers & Architects, and recorded in the RMC Office for Greenville County, S. C. in Plat Book 4X, at Pages 21 through 23, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Northwestern side of Rosebay Drive, at the joint front corner of Lots Nos. 43 and 44, and running thence with the joint line of said lots, N. 52-31 W. 160.0 feet to an iron pin in the line of property now or formerly of Smith; thence with the line of property now or formerly of Smith, the following courses and distances: N. 37-12 E. 86.6 feet to an iron pin; thence N. 64-15 E. 61.6 feet to an iron pin at the joint rear corner of Lots Nos. 42 and 43; thence with the joint line of said lots, S. 36-22 E. 162.78 feet to an iron pin on the Northwestern side of Rosebay Drive; thence with the Northwestern side of Rosebay Drive, the following courses and distances: S. 57-13 W. 70.4 feet to an iron pin; thence S. 37-17 W. 30.0 feet to the point of beginning.

This is a portion of the property conveyed to the Mortgagor herein by Derivation: deed of Caine Company, Inc., dated May 4, 1979, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1101, at Page 924, on May 7, 1979.

which has the address of Lot 43, Rosebay Drive, Dove Tree, Greenville, (City)

S. C. 29615 (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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