

2-1977

FILED  
GREENVILLE CO. S. C.

APR 19 4 30 PM '84

DONNIE S. TANNERSLEY  
R.M.C.

ALL REFERENCES TO SOUTH  
CAROLINA FEDERAL SAVINGS  
AND LOAN ASSOCIATION  
MEAN SOUTH CAROLINA  
FEDERAL SAVINGS BANK.

### MORTGAGE (Construction)

THIS MORTGAGE is made this 13th day of April,  
1984, between the Mortgagor, Carolina Builders of S.C., 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-four Thousand Three  
Hundred Seventy-five and No/100 (\$54,375.00) Dollars or so much thereof as may be advanced, which  
indebtedness is evidenced by Borrower's note dated April 13, 1984, (herein "Note"),  
providing for monthly installments of interest, with the principal indebtedness, if not sooner paid, due and payable  
on April 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 Bor-  
rower dated April 13, 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 in the  
County of Greenville, State of South Carolina, being known and designated as Lot  
30, Harrogate Hills Subdivision, according to a plat prepared of said sub-  
division by Dalton Neves, Engineers, which said plat is recorded in the R.M.C.  
Office for Greenville County, South Carolina, in Plat Book 9-W, at Page 47, and  
according to a more recent survey prepared of said property by Freeland &  
Associates, April 12, 1984, and which said plat is recorded in the R.M.C. Office  
for Greenville County, South Carolina, in Plat Book 10-L, at Page 95, and  
according to said plat having the following courses and distances, to-wit:

BEGINNING at a point on the edge of Foxbriar Court, joint front corner with Lot  
29 and running thence with the common line with said Lot, S. 11-39 E. 170.85  
feet to an old iron pin on the edge of Balcombe Road; thence running with the  
edge of said Road, S. 51-29 W. 125 feet to an old iron pin on the edge of said  
Road; thence running with the intersection of Balcombe Road and Bethel School  
Road, N. 89-37 W. 38.91 feet to an old iron pin, joint rear corner with Lot 31;  
thence running with the common line with said Lot, N. 10-42 E. 258.13 feet to an  
old iron pin on the edge of Foxbriar Court; thence running with the edge of said  
Road, S. 80-52 E. 55 feet to a point on the edge of said Road, the point of  
Beginning.

The within property is the identical property conveyed to the Mortgagor herein  
by deed of W. N. Leslie, Inc., of even date herewith, which said deed is being  
recorded simultaneously with the recording of the within instrument.

Derivation:

which has the address of Lot 30, Harrogate Subdivision Simpsonville  
[Street] [City]  
South Carolina 29681 (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 im-  
provements 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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